MICROFILM

START OF ROLL

ROLL NO.

Construction
Contracts
Reel 87

Begins #5075
5075 continued from Reel 86

RECEIVED
MAR 23 1955
FOR FILING

19-1026

5075

Salem, Oregon
March 23, 1955

4651
2894

Mr. C. W. Enfield

There has been referred to me the letter by your Mr. F. A. Morgan addressed to Mr. John W. Cattrall having reference to the Favell-Utley right-of-way matter in Lake County.

In the last sentence of the letter, the following wording appears: "This letter is written merely to record our understanding of the facts, and to call the matter to your attention for any action deemed necessary by the highway engineer." This matter, as you know, is one of long standing and one of many complications. The rights of way were originally condemned in 1944. At that time it was the understanding that Lake County would pay the costs of the right of way, and the Highway Commission's Legal Counsel was authorized only to assist in the acquisition of the rights of way. The matter was never brought to trial and dragged on for years. The Favell-Utley Company attempted to inject a matter entirely foreign to the right-of-way acquisition; namely, a drainage ditch adjacent to the Klamath Falls-Lakeview Highway, which had no bearing on the point at issue.

In 1954 it appears that a compromise settlement was effected wherein the State paid $1,038 to the Favell-Utley Company. Mr. Cattrall contacted the County Court in December of 1954, and it was indicated that the County did not feel that it was obligated to pay for the right of way, contending that it had owned the right of way and the State should not have paid the $1,038. Records do not reveal that the County did own the right of way.

The State constructed the road to the airport for the Federal Government as a war necessity, and in order to collect for the work performed it was necessary that the right-of-way acquisition be certified. This was done, inasmuch as the condemnation action had been filed, and the State subsequently collected the cost of the construction from the Federal Government in a total amount of $45,209.62. It would seem to me that this matter is now a dead issue, and, while we should not have been forced to pay the $1,038, we did at the same time have the necessity of protecting our construction costs, and as such construction costs in the amount as set forth above have been fully paid, I believe the matter should be referred to the Highway Commission for a clarification of the records to the end that the records show that the State paid for the right of way. As I understand, the

2500 S.D.T.-1955

State would have had authority to enter into such an agreement with the County, but no written agreement was ever effected.

If you have further comments in this matter, I will appreciate your advising me.

R. H. Baldock

WCW:me

cc Mr. W. C. Williams
Mr. J. W. Cattrall

C
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FORM E-50X 25M 6-51 80118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1955

SUBJECT: File No. 11,410 - L-1370
State of Oregon
vs.
Favell-Utley Realty Co., et al

To: Mr. John W. Cattrall, Engineer
County and City Relations
OFFICE

Dear Mr. Cattrall:

Subsequent to our conversation the other afternoon on the Favell-Utley matter, I have discussed the problem further with Mr. Wyckoff and Mr. Enfield.

It is our understanding of the facts that the State was to assist (and only to assist) the County in the acquisition of right of way in connection with the construction of the Lakeview Airport Acquisition Road. As you know, our file is incomplete in this regard and we rely mainly on the excerpts of the minutes of the meeting of the Highway Commission on May 10, 1944. Subsequently the State Highway Commission authorized condemnation proceedings and a complaint was filed on May 24, 1944. This case was finally settled by deed from Favell-Utley Realty Co. to the State of Oregon, dated July 6, 1954. Favell-Utley's claim for $1,038 has been paid and our condemnation case has been dismissed.

The only thing remaining to be done would seem to be to attempt to have the County reimburse the State for the expense incurred in acquiring this right of way. From your letter of December 13, 1954, it seems that you have already personally talked with some members of the county court without success. This letter is written merely to record our understanding of the facts, and to call the matter to your attention for any action deemed necessary by the highway engineer.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By (sgd) F. A. Morgan

F. A. Morgan
Assistant Attorney

FAM:RN

Original ret'd
to J. Cattrall

19-1026 Thomas Cr. Br. Sec. of 1957
Klamath Falls-Lakeview
#5075 Hwy.

RECEIVED
MAR 23 1955
FOR FILING

19-1026

5075

Salem, Oregon
March 23, 1955

4651
2894

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2500 S.D.T. - 1955

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If you have further comments in this matter, I will appreciate your advising me.

R. H. Baldock

WCW:me

cc Mr. W. C. Williams
Mr. J. W. Cattrall

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FORM E-30X 25M 6-51 90118

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1955

SUBJECT: File No. 11,410 - L-1370
State of Oregon
vs.
Favell-Utley Realty Co., et al

To: Mr. John W. Cattrall, Engineer
County and City Relations
OFFICE

Dear Mr. Cattrall:

Subsequent to our conversation the other afternoon on the Favell-Utley matter, I have discussed the problem further with Mr. Wyckoff and Mr. Enfield.

It is our understanding of the facts that the State was to assist (and only to assist) the County in the acquisition of right of way in connection with the construction of the Lakeview Airport Acquisition Road. As you know, our file is incomplete in this regard and we rely mainly on the excerpts of the minutes of the meeting of the Highway Commission on May 10, 1944. Subsequently the State Highway Commission authorized condemnation proceedings and a complaint was filed on May 24, 1944. This case was finally settled by deed from Favell-Utley Realty Co. to the State of Oregon, dated July 6, 1954. Favell-Utley's claim for $1,038 has been paid and our condemnation case has been dismissed.

The only thing remaining to be done would seem to be to attempt to have the County reimburse the State for the expense incurred in acquiring this right of way. From your letter of December 13, 1954, it seems that you have already personally talked with some members of the county court without success. This letter is written merely to record our understanding of the facts, and to call the matter to your attention for any action deemed necessary by the highway engineer.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By (sgd) F. A. Morgan

F. A. Morgan
Assistant Attorney

FAM:RN

Original ret'd
to J. Cattrall

RECEIVED
1953
FOR FILING

FORM E-30 37,500 4-52 [illegible]

19-1026

5075

Favell-Utley Realty

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1953

SUBJECT: Assignment 4651

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Sir:

Wyckoff's letter to you dated November 5, 1953 is merely another chapter in a long standing controversy with Favell-Utley Realty Company at Lakeview. Somewhere along the line two separate issues, entirely unrelated, seem to have gotten tangled. It is my suggestion that we separate them for once and for all.

Item one has to do with the acquisition of a parcel of property for the access road to the Lakeview Airport.

Item two has to do with the drainage ditch that the Favell Utley Company dug into our borrow pit and drainage ditch on the north side of the Klamath Falls-Lakeview Highway. For years the Favell Utley Realty Company has been trying to legalize this ditch by horse trading us a piece of low value land. The file is long and detailed, and I am sure that you are familiar, in a general way, of what is involved. If not, I shall be glad to give you additional facts. These items are in no way related and should never have been confused in the first place.

The drainage adjacent to the Klamath Falls-Lakeview Highway has, on occasion, caused us trouble and did as late at March, 1952 when the ditches became clogged with slush, ice, and snow, and while we have probably lost the battle of the ditch with Favell Utley, I would not recommend that we legalize their ditch by accepting liability.

I am at a loss at this stage of the game to know why the Highway Commission was called upon to provide right of way for the Lakeview Airport, and Mr. Enfield is searching the file to determine if the problem is ours. However, if it is our obligation and it is deemed to be of sufficient importance that we must go through with it, I suggest the case be tried on its merits.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

RECEIVED
NOV 18 1953
OFFICE OF
STATE HIGHWAY ENGINEER

As per conversation with Enfield condemnation will proceed as entirely seperate matter from Drainage Ditch
Williams

FC:js
Encl.

FORM E-30 37,500 4-52 98808

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1953

SUBJECT: State Highway Commission
vs.
Favell-Utley Realty Company, et al.
L-1370

To: Mr. W. C. Williams
Ass't State Highway Engineer
Office

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

I have just reviewed our file with regard to the case of State vs. Favell-Utley Realty Company with a view towards bringing the case to some sort of a conclusion. The case was filed in May, 1944, for the purpose of acquiring right of way for the airport road at Lakeview. The owner of the property has agreed to donate the right of way to the State, providing that we relieve him of any liability or responsibility for the flooding of the highway which may occur in connection with the construction of a ditch or channel alongside the highway. This matter has been investigated on numerous occasions in the past by members of your department, and there has been considerable correspondence between your department and ours. In a letter dated September 20, 1951, addressed to Mr. Devers, you recommend that we not accept the property in view of the possibility of the highway being flooded at some future time. We have just had the property appraised and find that the value of the right of way sought is slightly in excess of $1,000.00.

Nine and one-half years have now elapsed since we filed this case, and it is possible that our apprehensions as to flooding are not well founded. If, however, the possibility of flooding is still considered a hazard, I believe that we should discontinue negotiations on this basis and have the matter brought on for trial. I have discussed this matter with Mr. Enfield, and, in his opinion, inquiry as to the hazardous condition should be made before taking further action. I would appreciate having your view.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Ralph Wyckoff
RALPH WYCKOFF

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NOV 5 1953
[illegible]

RW/mlk

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1952
FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1952

SUBJECT:

2894 To:

Mr. Wm. E. Chandler
Division Engineer
Oregon State Highway Department
Bend, Oregon

Dear Sir:

Mr. Forrest Cooper of Lakeview states there were 14 bridges on the 3 mile section West of Lakeview about 30 years ago. In 1952 and 1926, we find Lake County graded from Drews Valley to Lakeview with county forces. We can find no location or construction data on this work. Crowley was the Engineer for the County.

Our first profile, dated 1927, shows 3 bridges; 1 at 17' and 2 at 38' long. In 1940, State built 3 new bridges at about same locations, each 38' long.

Please check at Lakeview Court House to see if they have record showing bridges on the slash road for 3 miles West of Lakeview about 1924. Crowley may have made a profile in 1925 which is still in County Records. If so, get it or get location and size of bridges before 1925.

Also, please measure present opening under stringers for bridge at Station 1444+62, which is the Westerly one of the 3 bridges. This was a 17' bridge until 1940, when it was increased to 38'.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:dk
cc W. W. Stiffler

NOTED
W. W. STIFFLER

FORREST E. COOPER

Attorney : at · Law
Lakeview, Oregon

April 17, 1952

Mr. W. E. Chandler
Division Engineer
Oregon State Highway Department
Bend, Oregon

Dear Mr. Chandler:

Several of the landowners who own property right along the Klamath Falls-Lakeview Highway west of Lakeview have retained me to discuss with you and members of your staff ways and means of doing whatever is reasonable to prevent the reoccurence of damage which is caused because of the existence of the present highway grade.

Thirty years ago when I first began to use that road there were fourteen bridges across the flat. The highway was reconstructed for state highway purposes during the drouth of the early thirties, with the result that a normal annual supply of runoff water always causes mischief.

I would appreciate it if you could give me a date in the near future when you and your Mr. Ross can call at my office to discuss this subject with these property owners. We would prefer a meeting at 1:00 P. M. or an 8:00 P. M. evening meeting, whichever you may prefer.

Yours very truly,

/s/ Forrest E. Cooper
Forrest E. Cooper

FEC/bk

6/3/52 cc W. W. Stiffler
dk

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1952
FOR FILING

[illegible]

[illegible]

2894

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1952

SUBJECT: Opening of channel in borrow ditch west of Lakeview

To: Mr. W. W. Stiffler
Asst. State Highway Engineer
OFFICE

Favell-Utley Realty Co

L

Dear Sir:

Mr. Chandler reports trouble with water, ice, and snow just west of Lakeview. We are enclosing herewith letters from two residents and from Mr. Chandler, and a cross-section showing Mr. Winward's floor 2 feet below top of highway grade.

You will remember when Favell-Utley Company dug their big drain ditch north of the highway and did not lead it to one of our openings or provide a new bridge; Mr. McCullough wrote them on February 9, 1944 warning them this was illegal and suggesting alternate methods of correction. We have no record that they answered this letter. General files may have something.

Your letter to Mr. W. E. Chandler of November 23, 1943 asked him to consult engineer for ditch and suggested alternate plans.

It may be the snow and ice will go out again this year without doing more flooding, but it is a constant threat this time of year.

You will probably want to answer these two men and we should check by phone with Ross as to conditions when you return.

Very truly yours,
E A Collier
E. A. Collier
Maintenance Engineer

By

L. R. Chandler
Asst. Maintenance Engineer

LRC:mf
Enc.

cc Mr. Wm. E. Chandler
Mr. G. W. Ross

NOTED
W. W. STIFFLER

RECEIVED
MAR 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM E-30 25M 8-51 22318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 18, 1952

SUBJECT:

To: W. E. Chandler
Division Engineer
Oregon State Highway Commission
Bend, Oregon

Dear Sir:

I am attaching hereto the originals and three copies each of letters from Glen Winward and Fred Shields, both of Lakeview, concerning opening a channel through the snow and ice in the north borrow ditch west of Lakeview. There is also included a cross-section taken opposite the Winward house which is typical of existing conditions.

The depth of the snow across the flat on the Klamath Falls-Lakeview Highway is, according to old timers, far greater for this time of year than ever before in their memory. Our borrow ditch on the north side of the fill directly west of Lakeview drains the entire area north of the highway and caries the water through the fill toward Goose Lake in several bridges on main channels. At the present time there is three to four feet of snow, ice, and slush in this entire area and five to six feet of snow, ice, and slush in the borrow. All of the main channels to the Lake, except one at M.P. 94.15, are frozen and choked with snow.

There is no doubt but what this condition poses an immediate threat of serious flooding to Winward, Shields and one other party who have built their homes and farm buildings on the flat some three feet below the grade of the highway. However, there is no immediate threat to the highway or any of the structures so I cannot see where we would be justified in spending an estimated $1000-1500 of public funds on what amounts to a private drainage project. Although I deeply sympathize with these people I cannot recommend granting their request to open a channel for in excess of 1½ miles through the snow, ice and water in our borrow.

When the thaw comes there is a very real possibility that we may have to take some action.

FORM E-30 25M 9-51 58319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon

SUBJECT:

To:

In the past we have had some serious ice problems along this fill requiring the considerable use of dynamite to open channels and keep the flow moving. If this occurs we can handle it at that time far cheaper than now.

Very truly yours,

G. W. Ross /s/

G. W. ROSS
Dist. Maint. Supt.

GWR:sj

Enc.

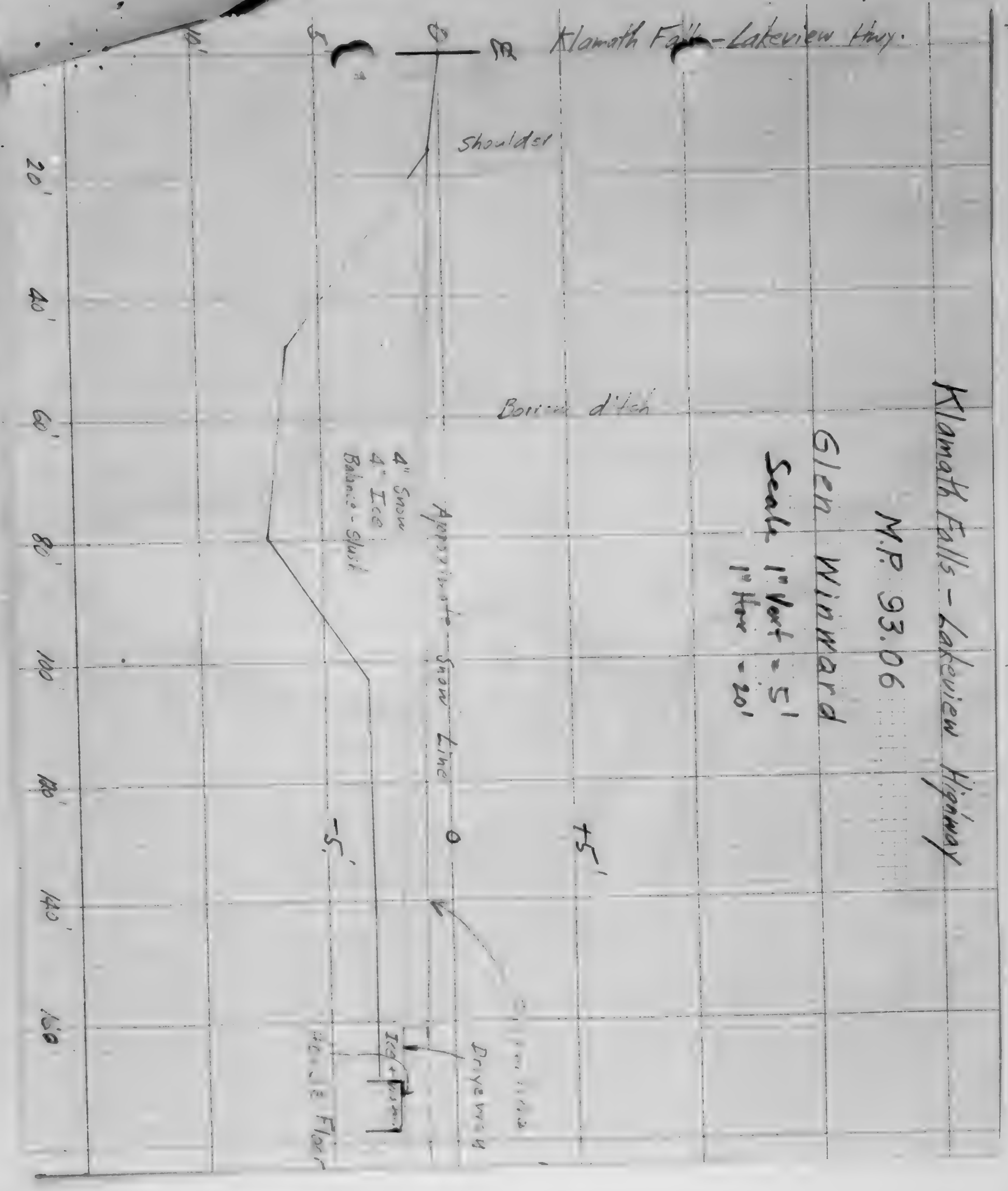
March 21, 1952

Mr. Collier: The above about answers the situation that now exists at Lakeview. It all depends on how this condition develops as to what could be done, if anything. I am convinced that nothing can be done at this time.

Wm. E. C. /s/

Wm. E. Chandler
Division Engineer

WEC:me


Klamath Falls-Lakeview Hwy.
10'
5
0
Shoulder
20'
40'
Borrow ditch
60'
4" Snow
4" Ice
80'
Approximate Snow Line
100
120'
-5'
0
+5'
140'
160
Ice + snow
Driveway

Klamath Falls - Lakeview Highway
M.P. 93.06
Glen Winward
Scale 1" Vert = 5'
1" Hor = 20'

ING

5894

Salem, Oregon
September 20, 1951

Mr. J. M. Devers

In the matter of the State vs. Favell-Utley Realty Company of Lakeview relative to the controversy over right of way, I have had considerable investigation made of Attorney Conn's request that the form of drainage easement which you prepared be changed so as to eliminate the requirement that the Drainage District maintain said ditch or borrow pit as set forth in item 4, page 5. Mr. Conn also requests elimination of the wording in the same item 4 on page 5 reading, "....and that the said waters will not be allowed to flow out of the ditch or borrow pit and onto the said highway or highway right of way."

From all facts obtainable it is the consensus of opinion of Mr. Baldock, Mr. Smith, and the writer, that there is nothing unfair in the request that the State is making as to the maintenance of this ditch and the insurance that it will not overflow the highway. This ditch at Thomas Creek was constructed in such a manner that all drainage waters were led into the State's borrow pit on a relatively steep grade. It is possible that by reason of this grade there is danger that the washing of soil might obstruct the channel, with the result that flooding of the highway might conceivably occur. I, therefore, cannot recommend that these requirements be waived, and I feel that the Company should accede to these requirements, inasmuch as the use of the borrow pit is of material benefit to the Favell-Utley Company as a drainage ditch affecting its property. If the Company cannot accept the terms of the easement you prepared, I see no alternate other than to let the matter proceed to trial.

W. C. Williams

WCW:me

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #2894.

The drainage at Thomas Creek has no connection with the right of way which we secured for the Lakeview Airfield Access Road by filing a condemnation which has never been tried. It was thought by the division engineer and, I believe, by Mr. Baldock, and several others that the canal which they dug leading into our borrow pit was on such a relatively steep grade that it was depositing a considerable amount of soil into the borrow pit, which tended to obstruct the channel; and the width and steepness of the drainage ditch they constructed materially increased the speed of the runoff and would cause damage to the highway.

Therefore, it seems to me we had better go ahead and try the condemnation, which involves a small amount of relatively inexpensive land necessary for an access road built for war purposes. I don't feel we should be browbeaten into signing an agreement involving drainage into a highway borrow pit which we consider unauthorized and more or less dangerous merely to save the expense of a condemnation trial.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

HGS:AR

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Salem, Oregon
September 10, 1951

SUBJECT: L 1370
State v. Favell-Utley Company, et al.

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

The latter part of August I prepared a drainage easement relative to the above-entitled case and mailed a copy thereof to Mr. Conn, the attorney for Favell-Utley Realty Company, with the hope that such easement would be accepted and we would be able to close this case, which has been pending for nearly ten years.

We have received a reply from Mr. Conn, a copy of which is attached, in which he finds fault with two provisions in said easement, a copy of which is also attached. As I have not been on the grounds and am not too familiar with the engineering problems involved, I am asking for your opinion as to whether or not the provisions involved may be withdrawn from the easement without endangering the Highway Commission's position in the matter.

Upon receipt of your opinion I will again write to Mr. Conn.

Very truly yours,

J. M. DEVERS

By John R. McCullough
JOHN R. McCULLOUGH
Assistant Attorney

NOTED
W. C. WILLIAMS

Enclosures
JRMcC:awp

C
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THEODORE R. CONN
Attorney-at-Law
Wilcox Building
Lakeview, Oregon

September 5, 1951

Oregon State Highway Department,
Salem, Oregon.

Att: J. M. Devers Re: L 1370 Oregon vs.
Favell-Utley Realty Co., et al.

Dear Sir:

Relative to your letter of August 22, 1951, enclosing Drainage Easement and Warranty Deed, please be advised that I have submitted the same to my client, and find that the Drainage Easement does not conform to their understanding of the agreement previously had.

First, let me say that the Thomas Creek waters have always drained into your borrow pit since it's construction. The only thing that was done was to straighten the channel and enlarge it above the highway. The interested people also constructed and straightened and enlarged a channel below the road to permit the water to get away. Under these circumstances they do not feel that they should take on the obligation to clean and maintain this borrow pit. In fact they advised me that willows and tules now grow in the borrow pit. They further do not feel that they should be required to become an insurer of the highway at this location, by agreeing not to permit the water to over-flow their ditch.

There has been in the past, floods in this area, which have flown over your highway, even before the construction of these drainage ditches.

If these two provisions of the easement can be made to conform with my client's understanding, I am certain that we can obtain an early execution of the easement.

Very truly yours,

(sgd.) Theodore R. Conn
M

TRC-mm

cc-Favell-Utley Realty Co.

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FOR FILING

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Salem, Oregon
May 15, 1950

Mr. Robert L. May, Jr.
Assistant Attorney

In response to your communication of May 11, addressed to Mr. W. C. Williams, about the condemnation action in Lake County against property owned by Favell-Utley Company, advise that I am not acquainted with the circumstances but do not believe that we should permit the various property owners to dispose of drainage water in our borrow pit; therefore, I would appreciate your proceeding with the condemnation without that modification.

R. H. Baldock
State Highway Engineer

RHB:hi

FORM 2-183 80M 6-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

May 11, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

This is in reference to a condemnation action in Lake County against property owned by Favell-Utley Company. It has been proposed that we settle the condemnation action by permitting various property owners to dispose of drainage water into a borrow pit located on the northerly side of the Klamath Falls-Lakeview Highway between Engineer Station Nos. 1460 and 1492. Such action was approved by your office.

The question has now been raised as to whether permitting water to remain in the ditch would create a hazardous condition so that the Commission would be in danger of being held liable for injuries caused thereby. We will appreciate it if you can advise us as to whether there would be any such hazardous conditions. It might be noted that the property now under condemnation is not particularly valuable, so it hardly seems worthwhile to take a chance.

I would also appreciate learning as to whether problems of maintenance might eventually cost us more than the value of the property. Inasmuch as a jury has been called for May 24, we would like to have this information as soon as possible, if it is available.

Yours very truly,

J. M. DEVERS

By Robert L. May
ROBERT L. MAY, JR.
Assistant Attorney

RLM:FRC

RECEIVED
Mar 6 1950
FOR FILING

19-1020

5075

Salem, Oregon
March 3, 1950

File No. 1370

Mr. J. M. Devers

Your letter of February 27 made further reference to condemnation action in Lake County involving the Favell-Utley property.

It seems that the only remaining problem is the matter of dumping drainage water into the state's borrow pit.

We have made an investigation and find that the state's borrow pit has been used since 1940 for drainage, and it has not in any way affected the highway. As our investigations do not indicate that the use of the borrow pit as a drainage ditch is objectionable, it is my recommendation that, if the condemnation can be settled by permitting the property owners to continue to dump drainage water into the borrow pit, such be done.

W. C. Williams

WCW:me

FORM E-30 25M 6-40 32002

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1950

SUBJECT: File 1370

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

W. C. WILLIAMS

Dear Mr. Williams:

There is pending and has been pending since way back in 1944 a condemnation action in Lake County involving the Favell-Utley property. It appears that some property owners in that vicinity have been using certain ditches to drain their land and the water from those ditches has been dumping into our borrow pit and into our highway ditch.

The attorney for Favell-Utley has now written me and said if we will relieve those property owners of any damage and continue to let them dump drainage water into our borrow pit Favell-Utley will give us the land we want for nothing.

Somewhere in your files you have a letter from Mr. Chandler, Division Engineer, in which he discusses this problem. I must get this case closed or disposed of some way or other or the court will dismiss it. I wish you would tell me whether or not we will be safe in giving the property owners the release they want. There are ten property owners involved, each of whom wants the same privilege and the same release.

I will be glad to have your advice in this matter.

Very truly yours,

J. M. Devers
J. M. DEVERS

JMD:NH

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5075

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
January 10, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Please refer to my letter of October 28, 1948, regarding Favell-Utley Realty Company condemnation in Lake County. We have been held up in checking the cross-sections due to water in the canal and lack of help. This has now been done. The silting is shown on the constructed platted sections from Station 1460 to 1492. These sections are being sent under separate cover.

There has been some silting in the canal but none under the bridges. This so called canal on the right of way has been built a number of years and extends some 2 miles on the north side of the highway. The right of way was widened along with the reconstruction in 1940 for additional borrow, this canal is in fact a borrow pit. It has been used since its original construction by the County, as drainage ditch for adjacent low land.

The drainage canal built by Favell-Utley came in from the north at right angles to Station 1462+84, Mile Point 93.6. Our contention at the time was that it should come directly to the bridge at Station 1478, Mile Point 93.89. At our insistance, the Company placed rip-rap on the highway fill where the canal entered the right of way. There has been no wash on the fill in any place, there has been some wash on the north side of the canal after it enters the right of way, as shown by the cross-sections. At no place is it more than 86 feet from the center line, the right of way on the north side is 100 feet wide.

The canal from the north was built in 1943, but no more water is forced through the bridges at Mile Points 93.89 and 94.15 than came through before the ditch construction, but tends to be faster with a heavy runoff. The formation of ice in the canal does partly block the bridge at Mile Point 93.89, which backs water over the adjacent low land. This ice has to be shot to keep the flow moving during a spring breakup. This silting may continue and cause more frequent flooding of the lowland in the future, this land is now under cultivation.

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OREGON
STATE HIGHWAY COMMISSION

As stated before, the ditch along the right of way was originally constructed as a borrow pit and has become a general drainage ditch. Just what the legal status of it is, I think should have the advice of the Legal Department.

It is my opinion that due to the construction of the Favell-Utley canal the damage to highway fill has not been increased but the danger of more frequent flooding of adjacent lands has been somewhat increased. I recommend, therefore, that Favell-Utley be not entirely released from some responsibility in possible flooding of the lowland. I think this matter and the condemnation of the right of way to the airport are two different matters and should both be settled on their individual merit.

Please refer to right of way map No. 5 B-8-7, and profile of the constructed line of Cottonwood-Lakeview Section of the Klamath Falls-Lakeview Highway, Route No. 66.

Very truly yours,

WM. [illegible]
Division Engineer

WEC:me
Encls. File No. L 1370

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
October 28, 1948

SUBJECT: Favell-Utley Condemnation.

To:

Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

L

Dear Sir:

I contacted Mr. Conn last week in connection with the Favell-Utley drainage and right of way condemnation referred to in your letter of October 13, 1948 in which you attached File No. L 1370.

There has been no damage to the highway fill its self, there appears to be possibility of some silting in the borrow pit. I am asking for the cross sections and from them will determine the quantity of the silt. As soon as this work can be checked in the field I will make a definite recommendation.

Very truly yours,

Wm. E. Chandler
WM. E. CHANDLER
Division Engineer

NOTED
W. C. WILLIAMS

WEC:me

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OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1948

SUBJECT: L 1370

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

NOTED
W. C. WILLIAMS

L

Dear Mr. Williams:

We have a condemnation action pending in Lakeview which involves the Favell-Utley property and I have been trying to get the case settled for some time without success.

Recently I wrote the defendants' attorney and asked what seems to be holding the case up, and I received from him today a letter, a copy of which I am enclosing.

You will note that there seems to be some problem about a conflict with the operation of the drainage canal, and you will note also that Mr. Conn says that a settlement is possible if the Commission can give some kind of a waiver in connection with the waters of the Thomas Creek Drainage District.

May I suggest that you have one of the engineers assigned to that part of the State contact Mr. Conn in Lakeview so as to get a better understanding of their problem, and then report back to you such recommendations as the engineer may care to make. You and I can then get together and probably settle this matter.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:avh
Encl.

C
O
P
Y

THEODORE R. CONN
Attorney at Law
Wilcox Building
Lakeview, Oregon

Oct. 4, 1948

J. M. Devers, Attorney,
Oregon State Highway Commission,
Salem, Oregon

Re: Your file L 1370

Dear Mr. Devers:

I have your letters of October 1st, and September 1st, and have discussed the matter of the condemnation with Favell-Utley several times.

Favell-Utley were interested in the Thomas Creek Drainage District along with a good many other people, and apparently in the past there has been some comment by State Highway employees as to the outlet of this drainage canal to the waterway along the Lakeview-Klamath Falls Highway, which leads these people to believe that the Commission contemplates claiming damage if excessive water from their drainage canals should injure the highway.

I believe I could obtain a deed from Favell-Utley without cost to the Commission if the Commission feels that it could give me some kind of waiver in connection with the waters of the Thomas Creek Drainage District.

You will recall that this drainage canal has been in operation for several years last past and no damage has resulted up to the present time. I would be glad to hear from you concerning this matter.

Yours very truly,

(Sgd.) Theodore R. Conn
P

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LAKE

STATE OF OREGON, by and through its State Highway Commission, composed of T. H. Banfield, Arthur W. Schaupp, and Merle R. Chessman,

Plaintiff,

vs.

FAVELL-UTLEY REALTY COMPANY, a corporation, and THE HARRY A. HUNTER ESTATE, INCORPORATED, a corporation,

Defendants.

SUMMONS

To FAVELL-UTLEY REALTY COMPANY and THE HARRY A. HUNTER ESTATE, INCORPORATED, Defendants:

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the complaint filed against you in the above entitled action within ten days from the date of the service of this summons upon you, if served within this County, or if served within any other county in this State then within twenty days from the date of the service of this summons upon you; or if served outside of this State, but within the United States, then within four weeks from the date of the service of this summons upon you; or if served outside of the United States, but within a territory of the United States, then within ten weeks from the date of the service of this summons upon you; or if served within a foreign country then within twenty weeks from the date of the service of this summons upon you; and if you fail to answer, for want thereof the plaintiff will take judgment against you as demanded in the complaint.

GEORGE NEUNER
Attorney General of the State of Oregon

J. M. DEVERS
Assistant Attorney General and Attorney for the State Highway Commission

R. W. DeARMOND
Assistant Attorney for the State Highway Commission

Attorneys for Plaintiff
P. O. Address: Salem, Oregon

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LAKE

STATE OF OREGON, by and through its State Highway Commission, composed of T. H. Banfield, Arthur W. Schaupp, and Merle R. Chessman,

Plaintiff,

vs.

FAVELL-UTLEY REALTY COMPANY, a corporation, and THE HARRY A. HUNTER ESTATE, INCORPORATED, a corporation,

Defendants.

COMPLAINT

Comes now the above named plaintiff and for its cause of action against the above named defendants complains and alleges the following facts:

I.

That during all the times hereinafter mentioned the above named T. H. Banfield, Arthur W. Schaupp, and Merle R. Chessman, and their predecessors in office, were and still are the duly appointed, qualified, and acting members of the Oregon State Highway Commission, and constituted and now constitute the said Commission; that said Commission is and was during and prior to all the times and proceedings hereinafter mentioned duly organized as required by law, and the said T. H. Banfield is and was during all the times hereinafter mentioned the duly elected, qualified, and acting Chairman of said Commission; that immediately after the organization of said Highway Commission and prior to entering upon any of the proceedings, and prior to the discharge of any of its duties hereinafter mentioned, the said Commission appointed a State Highway Engineer as required by law, who immediately thereafter qualified and entered upon the discharge of his duties as by law required, and the said Commission is and was during all the said times and respects organized as by law provided and required.

II.

That the United States of America, by and through its appropriate agencies, has acquired for airport purposes certain land situated in Lake County, State of Oregon, known as the Lakeview Airport Station, and in connection therewith and prior to the filing of plaintiff's complaint did request the plaintiff to acquire by purchase, agreement, donation, or the exercise of the power of eminent domain rights of way necessary to provide access to said Lakeview Airport Station.

III.

That the State Highway Commission is required to designate, locate, construct, and maintain in the State of Oregon a system of state highways, including all necessary bridges and culverts, and is further authorized and required to cooperate with the United States in the construction, reconstruction, repair, and maintenance of roads and bridges necessary to provide access to military and naval reservations, and that that certain highway known as the Klamath Falls-Lakeview Highway, and otherwise designated as State Highway No. 20, is a state highway; that a road which connects with said state highway and extends to said airport station has been designated as a county road and the United States Government has requested that said road be constructed and maintained as an access road to serve said airport; that a survey of said road has been made to determine the parcel or parcels of real property required for the proper location and construction of said access road, which descriptions include the real property described in this complaint.

IV.

That the real property hereinafter described is necessary and required for right of way purposes and is required for the proper location, construction, reconstruction, and maintenance of an access road from the Lakeview Airport Station to the said Klamath Falls-Lakeview Highway, which said property is described as follows, to wit:

A parcel of land lying in the west half (W½) of Section 17, Township 39 South, Range 20 East, W. M., Lake County, Oregon; the said parcel being described as follows:

Beginning at the southwest corner of Section 17, Township 39 South, Range 20 East, W. M., in Lake County, Oregon; said corner being 7.5 feet east of the center line of the Lakeview Airport Access Road at Engineer's Station 53+89.8; thence north, along the section line between Sections 17 and 18, Township 39 South, Range 20 East, W. M., a distance of 5321.7 feet to a point on the south right of way line of the Klamath Falls-Lakeview Highway, which point is 1.0 foot west of the center line of the said access road at Engineer's Station 0+66; thence east, along said highway right of way line, a distance of 42.5 feet; thence south, parallel to the west line of said Section 17, a distance of 5321.7 feet to the south line of said Section 17; thence west, along the said south line of said section, a distance of 42.5 feet to the point of beginning; containing 5.19 acres.

V.

That the defendant Fevell-Utley Realty Company is a corporation duly organized and existing under and by virtue of the laws of the State of Oregon and claims some interest in said property, and that the defendant The Harry A. Hunter Estate, Incorporated, is a corporation duly organized and existing under and by virtue of the laws of the State of Oregon and likewise claims some interest in said real property.

VI.

That prior to the commencement of this action the State Highway Commission by an appropriate resolution declared the necessity and the need for acquiring said real property, and by said resolution declared the advantage which will accrue to the State of Oregon by reason of the acquisition of the said real property for road construction and road maintenance purposes, and by said resolution the said Highway Commission requested and authorized the Attorney General of the State of Oregon and J. M. Devers, Assistant Attorney General and Attorney for the State Highway Commission, to attempt to agree with the owners of said real property with respect to the compensation to be paid for the same and the damages, if any there be, caused or occasioned by the taking thereof, and in the event of a failure to agree with respect to the compensation to be paid the Highway Commission authorized, directed, and requested George Neuner, Attorney General, and J. M. Devers, Assistant Attorney General and Attorney for the State Highway Commission, to prosecute this action for the further purpose of determining the compensation which should be paid for the same, including the damages, if any there be, caused or occasioned by reason of the taking of said real property.

VII.

That prior to the commencement of this action and in compliance with said resolution and direction by the State Highway Commission, J. M. Devers, Attorney for said Commission, and W. H. Witt, employed by the Highway Commission as Right of Way Agent, attempted for and on behalf of said Commission to acquire the said real property by purchase and agreement, but this plaintiff alleges that it is unable to reach an agreement with respect to the said compensation to be paid and therefore prosecute this action.

WHEREFORE, plaintiff prays that an assessment be made by a jury empaneled in this action to determine the compensation to be paid by reason of the appropriation of the real property herein sought to be condemned and appropriated, and that upon payment into court of the compensation assessed by the jury a judgment and decree be given vesting in the State of Oregon, by and through its State Highway Commission, fee simple title to the said real property described in this complaint.

GEORGE NEUNER
Attorney General of the State of Oregon

J. M. DEVERS
Assistant Attorney General and Attorney for the State Highway Commission

R. W. DeARMOND
Assistant Attorney for the State Highway Commission

Attorneys for Plaintiff

FOR FIL

September 6, 1944

Mr. Theodore R. Conn
Attorney-at-Law
Wilcox Building
Lakeview
Oregon

Dear Mr. Conn:

Receipt is acknowledged of your communication of August 31st replying to mine of the 28th and certain other correspondence (principally my letter of February 9th and Mr. Devers' legal opinion of February 2nd) concerning the encroachment upon our right of way of a certain ditch west of Lakeview.

In the third paragraph of your communication you recited the fact that District Maintenance Superintendent Edwards and Division Engineer Chandler apparently approved the engineering features in reference to the encroachment mentioned above. It may be that these gentlemen suggested the placing of riprap as a temporary measure, but clearly neither one of them could approve any encroachment upon our right of way nor, as a matter of fact, can this office, since such an encroachment is something which must be covered by a permit executed by the State Highway Commission itself. In other words, neither this office nor the Division Engineer's office has authority to grant permits for the occupancy of the State's right of way as this is exclusively the prerogative of the State Highway Commission. Moreover, as Mr. Devers pointed out in his legal opinion, addressed to me under date of February 2nd, copy of which was sent you under date of February 9th, there is a serious question as to how far the Highway Commission can go in doing things which the law says are not lawful.

I understand that Mr. Devers has a condemnation case in Lake County and will be down there within the next few weeks. Since many of these questions are matters of law rather than engineering, I have asked him if he would stop in at the office in Lakeview and discuss them with you. If you wish, I will arrange to come down with him so that we can discuss the engineering features as well as questions of law.

We have no desire to be unreasonable in this matter and, as stated in my former letter to you, we will be very glad to discuss any alternate proposal which you have to make. However, the matter must be covered by some legal document satisfactory to the State Highway Commission as this department has no authority to permit the maintenance of such a ditch or any other structure over, along, or upon the State's right of way in the absence of such authority or permit.

Yours very truly,

C. B. McCullough
Assistant State Highway Engineer

cc R.H.Baldock
J.M.Devers

CBM/k

5075

August 28, 1944

Favell-Utley Realty Company
220 North E. Street
Lakeview, Oregon

Gentlemen:

Under date of February 9th I addressed a communication to your company in regard to the encroachment upon our right of way of a certain ditch which you have constructed west of Lakeview. Attached to that letter was an opinion rendered by our Chief Counsel, Mr. J. M. Devers, under date of February 2nd.

In the last portion of my letter I outlined certain conditions under which this department would recommend to the Highway Commission that permit be granted you for occupancy of our right of way at this point; these conditions being as follows:

1. That such permit be of a temporary character and with the understanding that at the earliest possible time when manpower is available, the location of the ditch be changed so as to pass through one of our existing openings or else that a new opening be constructed by your Company in our highway.

2. That if your Company elects to construct a new structure, it be built in accordance with plans and specifications prepared by this department and under our supervision.

3. That your Company assume all liability for any damage done to our highway in the meantime and furnish this department with a bond in the amount of not less than $5,000.

The above was written over six months ago and to date we have not been favored with a reply. If your Company has any modifications to suggest in reference to the terms of permit recited hereinabove, we will be very glad to discuss them with you. However, we feel that the matter should not be allowed to remain in its present uncompleted status. We therefore request a reply to our letter of February 9th.

Yours very truly,

C. B. McCullough
Assistant State Highway Engineer

cc R.H.Baldock
J.M.Devers

CBM/k

FORM E-30 25M 8-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
August 17, 1944

SUBJECT: Drainage in vicinity of Lakeview
Favell-Utley Company

To:

Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your follow-up letter of August 12th concerning the drainage in the vicinity of Lakeview, the Favell-Utley Company. I saw Mr. Wales, Engineer for Favell-Utley on Thursday, June 22nd in the Klamath Falls office, and we discussed the drainage situation quite generally. It seems to be the idea of Mr. Wales that our fill is quite protected by the temporary rock riprap. I asked him about answering the last letter from Mr. McCullough and he stated that this matter was in the hands of their attorney. At that time they were about to start excavation of their drainage ditch south of the highway from the State highway bridge, immediately east of where their existing ditch entered the highway ditch from the north. Since that time, however, there has been no progress made in this ditch construction.

We tentatively arranged at that time to meet in Lakeview and go over this entire drainage situation, but we have not been able to do this and I question if it would throw any further light on the subject, even if we did.

Mr. Wales is very busy on drainage work and due to his inability to get help, it is hard for him to get away from his work to go over this situation. As he stated then, they are still working on their plans as well as construction of their lateral ditches into their main ditch north of the highway.

If it is possible to get together and and any information gained that will give you any assistance in this matter, I will again advise you. I might state that this ditch matter is involved in the condemnation proceedings of the State Highway Commission against Favell Utley on the U. S. Army Access Road south of the highway.

Very truly yours,

NOTED
E. A. COLLIER

cc Mr C.B. McCollough ✓

WM. E. CHANDLER
Division Engineer

wec:me

FORM E-30 25M 5-43

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To: 5075

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
May 9, 1944

SUBJECT: Drainage in Vicinity of Lakeview
Favell-Utley Realty Company

Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I contacted Mr. Utley of Favell-Utley Company of Lakeview on my last trip on May 4th. Mr. Favell was not there and Mr. Utley did not want to make an answer without Mr. Favell being present. I indicated, however, that the Department very much desired an answer to their recent correspondence, and he stated that he would discuss the matter with Mr. Favell and would like to have me go over the entire project with them as soon as it is entirely completed, which will be probably the latter part of June.

We will keep in touch with the matter and will advise you after my next visit with them.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me

Mr C.B. McCullough ✓

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Salem, Oregon
April 3, 1944

Mr. E. A. Collier
Maintenance Engineer
DEPARTMENT

Dear Sir:

Under date of February 9th I addressed a communication to Favell-Utley Realty Company of Lakeview, a copy of which was sent you. We have never heard from the Favell-Utley Company, and I wish you would have Mr. Chandler check with them and see what they propose to do.

If they continue to ignore our request that this matter be covered by a temporary permit, and that they furnish a suitable bond (see items 1, 2, and 3 of my letter of February 9th) I think we should turn the matter over to Mr. Devers to take such steps as in his opinion are necessary to protect our investment.

Very truly yours,

C. B. McCullough
Asst. State Highway Engineer

CBM:LT
CC-J. M. Devers

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2075

February 9, 1944

Favell-Utley Realty Company
220 North E Street
Lakeview, Oregon

Gentlemen:

Last November this office received advice from Division Engineer Chandler to the effect that your Company was constructing a ditch for the purpose of flood and erosion control, drainage, and irrigation in a locality just west of Lakeview, and in that connection sought to cross our highway with your drainage waters.

We are now in receipt of advice to the effect that this ditch has been constructed and that the waters which flow in the same will be discharged on our right of way and directly against our roadway embankment, which has been reinforced by riprap for this purpose.

The discharge of drainage waters in this manner is directly contrary to law, and upon receipt of report from our Maintenance Engineer's office I requested our Chief Counsel, Mr. J. M. Devers, for a legal opinion. Mr. Devers' opinion (which is attached herewith) holds that there is a serious question as to whether or not the Highway Commission can authorize the continuance of this ditch on our right of way. However, he suggests that under the circumstances and in view of the manpower shortage which faces the State and Nation at this time, such drainage ditch be continued as a temporary measure, provided no damage is done to the highway and with the understanding that your Company assumes all liability and is in nowise released from the statute which he quotes.

In view of Mr. Devers' opinion and in view of the manpower shortage, this office is willing to recommend to the Highway Commission that permit be granted you for occupancy of our right of way at this point under the following terms and conditions:

1. That such permit be of a temporary character and with the understanding that at the earliest possible time when manpower is available, the location of the ditch be changed so as to pass through one of our existing openings or else that a new opening be constructed by your Company in our highway.

2. That if your Company elects to construct a new structure, it be built in accordance with plans and specifications prepared by this Department and under our supervision.

✓3. That your Company assume all liability for any damage done to our highway in the meantime and furnish this Department with a bond in the amount of not less than $5,000.

If this type of arrangement is satisfactory to your Company, this Department will, as above suggested, recommend the issuance of a temporary permit in accordance with such terms and conditions. Otherwise, we feel that it will be necessary to protect the public's investment in the highway by requesting your Company to refrain immediately from discharging any water upon the highway right of way in such manner as to flow along or against the roadway embankment.

We will be very glad to hear from you in this connection.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:JF
Encl. 1

cc: E. A. Collier
J. M. Devers

FORM E-129 10M 9-43

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS
MERLE R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 2, 1944

Mr. C. B. McCullough,

Office.

Dear Mr. McCullough:

You have submitted to me for my opinion a situation which involves the use of a highway drainage ditch for conveying therethrough irrigation water in connection with the operation of a drainage district in which the Favell-Utley Realty Company seems to be the principal owner.

It appears that the owners of the drainage ditch are confronted with a problem of surface drainage and that one solution required the construction of some new ditch so as to dispose of the water at a point where it could pass beneath the Klamath Falls-Lakeview Highway through an existing opening. The other solution would require the installation of a new drainage structure beneath the Klamath Falls Lakeview Highway.

It appears that neither of those methods was adopted, but the water instead was discharged in the highway drainage ditch, which highway drainage ditch was reinforced so as to withstand the additional burden imposed by reason of the additional volume of water.

Your question is this: May such plan be authorized and approved by the Highway Commission?

Section 116-1206, O. C. L. A., reads as follows:

> "Any person or persons, or corporation occupying land as owner, proprietor, lessee or otherwise, who wilfully or negligently permits any water from any irrigation or drainage ditch to waste or flow from the lands or premises owned, occupied, leased or rented by him, upon any county road or public highway, or upon the right of way of any county road or public highway, and damage the same, or interfere with the public use thereof, shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed $100 or by imprisonment in the county jail not to exceed sixty days, or by both such fine or imprisonment. Justice's courts shall have concurrent jurisdiction with the circuit courts of all offenses committed under this act."

It will be noted that the above statute makes the use of a highway drainage ditch for the discharge of drainage water a misdemeanor if by so doing damage is done the highway.

There is serious question in my mind as to whether or not the Highway Commission can authorize the doing of things which the law says is not lawful. Of course the statute says that if drainage water is discharged into a highway drainage channel and damage is done, then the act becomes unlawful, thereby implying that if no damage is done such act would not be unlawful. However, as I have said, I do not know that this statute has been construed or its real meaning or scope determined by the Court.

I understand that the principal reason the highway ditch has been used in this instance is because of a shortage of material and manpower necessary for the adoption of either of the other methods. I suggest, therefore, that under the circumstances the drainage company be permitted to continue the use of the highway ditch, provided no damage is done the highway and with the understanding that the company assumes all liability and is in nowise relieved from the reach of the statute and with the further provision and understanding that when the present emergency is ended a method be employed which will make unnecessary the use of the highway ditch for the discharge and carrying of surplus drainage water. I am returning the file you left with me.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM
J. M. DEVERS
ATTORNEY
SALEM

116-1256

OREGON STATE HIGHWAY COMMISSION

SALEM

January 20, 1944

IN REPLY PLEASE REFER TO FILE NO.
Drainage--Klamath Falls-
Lakeview Highway

Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

I am furnishing you, herewith, duplicate copies of all correspondence in our file which has reference to a drainage project being constructed by a Drainage District, of which the Favell-Utley Realty Company are the principal holders, and William L. Wales, Klamath Falls, is the project engineer. The project involves approximately 3 square miles, located immediately west of Lakeview and north of the Klamath Falls-Lakeview Highway. The purpose of the project is for flood and erosion control, drainage, and irrigation.

Mr. Edwards's letter to the attention of Wm. E. Chandler, dated November 9, together with a map, gives the detail information concerning the aims and objects of the project. This letter raises the question of legal liability and responsibility on the part of the Irrigation District.

Mr. Chandler's letter, dated November 13, to the attention of E. A. Collier, recommends "that immediate steps be taken to make the Favell-Utley Realty Company responsible for any damage that may result". This letter arrived in the Maintenance Office on Monday, November 15, 1943. The letter was on Mr. Collier's desk, but our records reveal that Mr. Collier was ill from November 16-28. During the week of November 15-20, I was substituting as Division Engineer for Mr. Eason, spending a few hours on two days in the Maintenance Office. On Monday, November 22, I found this file on my desk with the following note: "Stiffler - Please show this to Mr. McCullough and give me your recommendation on my return. - E. A. C.". When Mr. Collier wrote the above note, it was his intention to make a trip through Eastern Oregon with Mr. Van Scoy, but the trip was not made due to his illness.

On November 23, we discussed the entire subject at some length, I and made several notes outlining your recommendations, which are all embodied in my letter to Wm. E. Chandler, dated November 23, with copies enclosed. You will note from my letter that no consideration was given as accepting the riprapping of the highway embankment as being a satisfactory disposition of the flood waters concentrated within the Irrigation District while using the highway right of way for their outlet.

We specifically limited our acceptance of the proposed disposition of the concentrated flood waters resulting from the Irrigation District's construction to either condition "A" or "B". If condition "A" was not immediately acceptable to the Irrigation District, we asked Mr. Chandler to furnish us a recommendation for the type and length of drainage structure required under condition "B".

As no reply was received to our letter dated November 23, we sent a tracer to Mr. Chandler on January 7. Under date of January 17, Mr. Chandler replied to our last letter, wherein, apparently, he, Mr. Chandler, has made the decision for the State Highway Department, to the effect that riprapping of our embankment for a distance of 300 feet as being satisfactory.

I recommend that either you or Mr. Devers formally notify the Irrigation District, the Favell-Utley Realty Company, their engineer, and all other property owners as shown on the map as members of the Irrigation District, that the riprapping of our highway as performed by the Irrigation District does not release them from the liability and responsibility of the Oregon Laws, issue 1941-1942, page 135, paragraph 100-2703.

The decision of the State Highway Commission to definitely hold the Irrigation District to either proposal "A" or "B", as outlined in my letter of November 23, 1943, probably should be delayed until further inspections are made of the project by members of the engineering staff, including yourself.

Very truly yours,

W W Stiffler

W. W. Stiffler
Assistant Maintenance Engineer

WWS:IH
2 copies
Encl. - 6

FORM E-90 25M 8-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
January 17, 1944

SUBJECT: Drainage - Klamath Falls-
Lakeview Highway

To: Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

On November 27, 1943, Mr. Edwards and myself discussed with Engineer William L. Wales the drainage ditch which they built into State borrow ditch at Mile Post 93.6 on the Klamath Falls-Lakeview Highway.

We attempted to follow your proposal "A" in your letter of November 23, 1943. We went over Mr. Wales' plan of improvement as sent to you with my letter of November 13, 1943. With the system complete, it was my opinion that a good riprap for 300 feet where the ditch comes onto the highway would protect the highway fill. Due to shortage of labor and equipment, he said he could, no doubt, get the riprap completed, but due to conditions prevailing at that time, he could not get equipment (if available), on the ground to strengthen the ditch directly onto the bridge at Mile Post 93.8.

Mr. Edwards reported that ripraping was started on December 23, and finished several days later, but due to heavy snow he was not able to properly inspect the work after its completion. During its progress, he stated the work looked to be going satisfactory and that large rock was being used.

I am sending you the latest report on this from Mr. Edwards. Due to the fact that only part of intercepting ditches and retards were completed, there is some question of the protection being adequate, but should stop major damage.

To answer your question of cost of new bridge at the point where new ditch empties into State ditch, the cost would be about $6000.00 for three 20' span.

I visited Lakeview on January 13, but due to riprap being covered with snow and ice it was impossible to check the work done. A later inspection will be made.

Very truly yours,

Wm. E. Chandler (signed)
WM. E. CHANDLER
Division Engineer

WEC:me
Encl.

COPY

FORM E-30 25M 8-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

COPY

Klamath Falls, Oregon
January 12, 1944

SUBJECT:

To:

Mr. W. E. Chandler
Division Engineer
Bend, Oregon

Dear Sir:

As to our conversation of this date, I wish to advise that the Irrigation and Drainage people at Lakeview, of which Favell Utley Co. are the principle holders, have completed ripraping the fill opposite the drain ditch emptying onto the Right of Way West of Lakeview.

I did not get to make a final inspection of this work before the last storm, but from all appearances it has been completed as outlined by yourself when talking to Mr. Wales and as I instructed them on the ground.

The structures which were to be built into the canal to retard the flow were not completed by the Irrigation District and it is my belief that the velocity in the canal may be somewhat greater than the designed rate. Whether the riprap will adequately protect the fill from wash and cutting at the high velocities anticipated is questionable. The material used however is heavy and well placed and with proper maintenance the damage should be slight.

Very truly yours,

(Signed) Tom Edwards

Tom Edwards
Dist. Maint. Supt.

TE:lg

FORM E-120 10M 6-41

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

IN REPLY PLEASE
REFER TO FILE NO.

COPY

November 23, 1943

Mr. Wm. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Reference is made to your letter dated November 13, enclosing a report submitted by Tom Edwards, District Maintenance Superintendent, describing in detail the work proposed by a Drainage District in the vicinity of Lakeview, with the Favell-Utley Realty Company being one of the principal members thereof.

The plan of their proposed construction is to concentrate practically all surface drainage in three square miles immediately north of the Klamath Falls-Lakeview Highway, and concentrate the discharge of that area on the State Highway Right of Way midway between Highway bridges located at Mile Points 93.28 and 93.90.

Please consult the engineer for this Irrigation District, and remind him of the Oregon Road Laws of the issue 1941-43, page 135, paragraph 100-2703, wherein any person, company, corporation, irrigation or drainage district owning or constructing any ditch or canal will be required by the Highway Commission to construct an adequate opening through our highway for the discharge of the waters so concentrated. Upon the completion of the construction of the bridge, it will be the duty of the Highway Commission to maintain this structure thereafter. We suggest that you advise the company's engineer that the Highway Commission will require them to follow one of the following procedures:

A. That their outlet ditch carrying all the waters concentrated in this combination irrigation and flood control system enter the Highway at a point where we now have an adequate opening through the Highway suitable for the discharge of their waters. It would be the obligation of the irrigation company to make such improvement as is necessary to the drainage channel leaving the highway for the disposition of their water.

B. The irrigation company may discharge the waters concentrated and included in their irrigation and drainage district at any point on the

State Highway, but they will be required to construct an adequate opening through the Highway for the disposition of these waters.

Please favor us with your recommendation as to the type and length of the drainage structure necessary to construct on the Highway to carry the waters of the irrigation district.

In the event the irrigation district does not follow either condition "A" or "B" as mentioned above, this matter will be referred to the Legal Department with the request that they secure an injunction against the irrigation district, including all members of the same, preventing them from discharging the waters of their system upon the Highway Right of Way with no provision for the disposition of the same.

Very truly yours,

W. W. Stiffler
Assistant Maintenance Engineer

WWS:IH
2 copies

FORM E-30 25M 8-43

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
November 13, 1943

SUBJECT:

To:

Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Herewith a letter from Tom Edwards, District Maintenance Superintendent at Klamath Falls and the map showing the drainage canal that has recently been built north of the Klamath Falls-Lakeview Highway and emptying into a borrow pit of this highway at approximately Mile Point 93.6. This point is approximately 2.30 miles west of Lakeview.

We were not notified of this drainage work until it was practically complete and their ditch connected to our borrow pit on the north side of the highway.

It seems very probable that the collection of drainage water being confined in the channel for this district is very liable to cause damage to the fill where it enters the State highway ditch. I recommend that immediate steps be taken to make the Favell-Utley Realty Company responsible for any damage that may result. Their Engineer is Mr. William L. Wales of Klamath Falls.

I advise that this has nothing to do with the recent correspondence concerning drainage immediately west of Lakeview.

Very truly yours,

Wm. E. Chandler(signed)

WM. E. CHANDLER
Division Engineer

WEC:me
Encls.

COPY

FORM E-90 25M 6-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls, Oregon
November 9, 1943

SUBJECT:

To:

Wm. E. Chandler
Division Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

Attached please find a print showing the proposed drainage set up immediately west of Lakeview. Data pertinent thereto is as follows:-

The project is being promoted and paid for by owners as shown on the map. Favell-Utley Realty Company are principal holders. Wm. L. Wales, Klamath Falls, is project engineer. Purpose of the project is three fold - (a) flood and erosion control, (b) drainage, (c) irrigation.

Design of the main canal is based on past flood readings which indicate a maximum run off of 400 second feet. The cross section is such that this volume of water will be handled with the water surface approximately even with the average original ground. Lateral diversion dikes and drains are to be so constructed as to permit raising water in the main channel 1.5 feet above the original ground and increase flow to 600 second feet. After this volume is reached, additional water will be dispersed onto adjacent lands through and over the diversion ditches and dikes. Six control gates are to be built into the main channel to aid in irrigation and to control the velocity of flow.

Mr. Wales calculates the velocity in the main channel at 2.95 feet per second when discharge is 400 second feet. If 600 second feet should be developed, velocity would be 3.70 feet per second.

It is my belief after study of the layout, that run-off will be facilitated by the construction of the diversion dikes and that flood flow will be increased for short periods to a volume greater than that shown by existing records, inasmuch as there will be no retarding dispersion or ponding as at present until such time as the maximum flow of 600 second feet is reached. This will be discharged into our drain ditch between bridges at M.P. 93.28 and 93.90. A getaway channel is proposed below our bridge at M. P. 93.90. Also a drain of some type may be built into and in connection with the proposed access road to the airport.

COPY

FORM 8-30 25M 8-43

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT:

To: W. E. Chandler (Continued)

Our installations will be affected in four ways:

(a)

(a) Scouring of the fill directly opposite the discharge of the main channel.

(b) Scouring at the bridge at M.P. 93.90 due to increased velocity attributable to improved getaway.

(c) Possible ice jams at the bridge at M.P. 93.90 due to major portion of run-off being diverted at right angles through this structure.

(d) Possible scour along the toe of air fill between the discharge in the main channel and the bridge at M.P. 93.90 due to increased velocity.

It is my belief that the most effective and proper solution of the problem would be the installation of a bridge of sufficient opening to carry the water directly across the highway at the point where it enters the right of way. A secondary measure would require rip rapping of the fill opposite the discharge and addition of rip rap at the bridge at M.P. 93.90.

Legal responsibilities should be fully determined. It is my opinion that the expense involved should be borne by the parties constructing the canal. I have discussed this with Mr. Wales as regards rip rap and he appeared favorable to assuming the cost, but stated that they were not equipped to do the work.

Very truly yours,

(Signed) Tom Edwards

Tom Edwards
Dist. Maint. Supt.

TE/hh

S-43(2) Moro Jct.-Monkland Sec. of 1957
Monkland Co. Rd.
#5076

RECEIVED
1959
FOR FILING

Contract No. 5076

Monthly transaction number	PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 6 S-43(2)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Sherman
5076		Project number S-43(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 4, 1958, is hereby modified as follows:

Revised estimated total cost of project	$ 109,227.00
Revised Federal funds	$ 66,532.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 7 day of April, 1959.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C G Polk

By C. G. Polk
Division Engineer

USComm-DC 11170

5076

RECEIVED MAR 6 - 1958 FOR FILING

Transaction No. 3-25

Project Report No. 3

(5-29-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State: Oregon

County: Sherman

Project No. S-43(2)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Moro Junction-Monkland Section of the Monkland Road (a County Road).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	8/12/57	5.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 106,236.07

Federal funds $ 65,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

Date executed by Division Engineer March 4, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Moro Jct. - Monkland Section
Monkland Road
Sherman County

NATURE OF WORK:

Grade, Oil and Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
5076 Greene & Buick, Inc. 11-8-57

DATE OF COMPLETION: 120 Workdays from 3-1-58

REMARKS:

Oregon State Highway Department

Federal Aid Secondary
Project No. S-43(2)

MORO JUNCTION-MONKLAND SECTION OF THE MONKLAND ROAD

IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

Type Code 5231
Roadway (Sta. 0+10 to Sta. 267+00)(Contract No. 5076)

Clearing and Grubbing	All Required		$ 1,200.00
Drainage Excavation, Unclassified	80 cu. yds.	$ 3.00	240.00
General Excavation, Unclassified	22,500 cu. yds.	.55	12,375.00
Short Overhaul	42,000 yd. sta.	.02	840.00
Long Overhaul	2,370 C-yd. sta.	.40	948.00
Finishing Roadbed and Slopes	3.17 miles	500.00	1,585.00
12-inch Corrugated Metal Pipe	50 lin. ft.	3.25	162.50
18-inch Corrugated Metal Pipe	330 lin. ft.	4.50	1,485.00
24-inch Corrugated Metal Pipe	130 lin. ft.	7.00	910.00
30-inch Corrugated Metal Pipe	22 lin. ft.	8.50	187.00
36-inch Corrugated Metal Pipe	40 lin. ft.	13.00	520.00
Quarry-run Rock Base, Grid Rolled	16,700 cu. yds.	1.05	17,535.00
3/4" - 0 Material in Base	4,000 cu. yds.	2.50	10,000.00
Sprinkling	780 M-gals.	3.00	2,340.00
Preparation of Base	5.03 miles	200.00	1,006.00
3/4" - 0 Material in Binder Course	600 cu. yds.	3.25	1,950.00
Furnishing and Placing Aggregates	3,040 cu. yds.	3.50	10,640.00
RC-3 Asphalt	90 tons	48.00	4,320.00
120-150 Asphalt	220 tons	45.00	9,900.00
RS-1 Asphalt	70 tons	48.00	3,360.00
			$81,503.50
Flagging (57½% of Contractor's Cost)	All Required		250.00
	Subtotal		$81,753.50
	10% Engr. & Cont.		8,175.35
	Total		$89,928.85

Type Code X021
Grass Valley Creek Bridge (Sta. 65+55 to Sta. 66+25)(Contract No. 5076)

Remove Old Bridge	All Required		$ 1,000.00
Structural Excavation	74 cu. yds.	$ 9.00	666.00
Class "A" Concrete	107 cu. yds.	82.25	8,800.75
Metal Reinforcement	29,700 lbs.	.14	4,158.00
8-inch Metal Drain Pipe	25 lin. ft.	8.00	200.00
	Subtotal		$14,824.75
	10% Engr. & Cont.		1,482.47
	Total		$16,307.22

Length of Roadway.	5.028 miles
Length of Structure.	0.013 mile
Total Length	5.041 miles
Cost of Roadway per mile	$17,885.61

Oregon State Highway Department

Federal Aid Secondary
Project No. S-43(2)

MORO JUNCTION-MONKLAND SECTION OF THE MONKLAND ROAD

IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

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Short Overhaul	42,000 yd. sta.	.02	840.00
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36-inch Corrugated Metal Pipe	40 lin. ft.	13.00	520.00
Quarry-run Rock Base, Grid Rolled	16,700 cu. yds.	1.05	17,535.00
3/4" - 0 Material in Base	4,000 cu. yds.	2.50	10,000.00
Sprinkling	780 M-gals.	3.00	2,340.00
Preparation of Base	5.03 miles	200.00	1,006.00
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Furnishing and Placing Aggregates	3,040 cu. yds.	3.50	10,640.00
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120-150 Asphalt	220 tons	45.00	9,900.00
RS-1 Asphalt	70 tons	48.00	3,360.00
			$81,503.50
Flagging (57½% of Contractor's Cost)	All Required		250.00
	Subtotal		$81,753.50
	10% Engr. & Cont.		8,175.35
	Total		$89,928.85

Type Code X021
Grass Valley Creek Bridge (Sta. 65+55 to Sta. 66+25)(Contract No. 5076)

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Structural Excavation	74 cu. yds.	$ 9.00	666.00
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8-inch Metal Drain Pipe	25 lin. ft.	8.00	200.00
	Subtotal		$14,824.75
	10% Engr. & Cont.		1,482.47
	Total		$16,307.22

Length of Roadway.	5.028 miles
Length of Structure.	0.013 mile
Total Length	5.041 miles
Cost of Roadway per mile	$17,885.61

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$ 89,928.85	$ 55,601.00	$ 17,163.90	$17,163.95
Structure	16,307.22	10,099.00	3,104.10	3,104.12
	$106,236.07	$ 65,700.00	$ 20,268.00	$20,268.07

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
Funds for Maint.: Chap. 529, laws, 1939

NOTE: Necessary funds have been deposited by Sherman County with the Highway Department.

RECEIVED

FOR FILING

3-43 (2)

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 9, 1958

5076			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5076	8 Final	Greene & Buick, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
28624	H230544	$ 2,980.54	12-9-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 120 workdays from Mar. 1, 1958

Time Extensions: None

Completion Date: Sept. 13, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 9, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

DEC - 9 1958
JC

NOTED ON CARD
em

A

RECEIVED
NOV 26 1958
FOR FILING

S.43 (2)

5 76

Nov. 25, 1958

CERTIFIED MAIL

American Surety Company of New York
David A. Lewis, Ass't. Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5076 for structure, grading and oiling on the Moro Junction-Monkland Section of the Monkland County Road in Sherman County was completed by the contractor, Greene and Buick, Inc., on Sept. 13, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $2,980.54 will be released to the contractor on or after Dec. 5, 1958. The total contract amount is $99,351.59, of which amount $1,828.56 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

NOTED ON CARD

W. E. McKELL
Chairman of the Board and President

American Surety Company
of New York

PORTLAND BRANCH OFFICE
600 YEON BUILDING
522 S.W. FIFTH AVENUE – PORTLAND 4, OREGON – TEL. CAPITOL 8-9438

DAVID A. LEWIS
Manager

November 18, 1958

State of Oregon
State Highway Department
Salem, Oregon

Re: Your Contract No. 5076
Bond #39-570-890
Greene & Buick

Gentlemen:

On the above bond we thank you for your letter and cooperation in this matter.

We have now been advised by our insured that they have settled with Mrs. Duoma in the amount of $206.05.

Very truly yours,

W. D. Lane

W. D. Lane
Claim Manager

1/h

ack send cc to Duoma
& note on card

[illegible]

NOTED ON CARD
36
lm

Tel- MR. Lane 11/19/58 (1:20 PM)
He gave ok for final payment.
C.W.H.

NOTED
C. W. HEAD

W. E. McKELL
Chairman of the Board and President

American Surety Company
of New York

PORTLAND BRANCH OFFICE
600 YEON BUILDING
522 S.W. FIFTH AVENUE – PORTLAND 4, OREGON – TEL. CAPITOL 8-9438

DAVID A. LEWIS
Manager

Contract #5076

November 10, 1958

State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary

Re: Bond 39-570-890
Green and Buick -to-
State of Oregon

Gentlemen:

Thank you for your letter of November 7th on the above bond.

Since we have not heard from Green & Buick on the claim of Mrs. Douma in the amount of $206.05, will you please withhold that amount until this matter is closed.

Although you do not withhold payments do you withhold a retained percentage to take care of claims. If so we would be satisfied that the retained percentage is not paid at this time. Please advise.

Very truly yours,

W. D. Lane

W. D. Lane
Claim Manager

1/h

RECEIVED
NOV 12 [illegible]
STATE [illegible]

W. E. McKELL
President

American Surety Company
of New York

PORTLAND BRANCH OFFICE
600 YEON BUILDING
522 S.W. FIFTH AVENUE – PORTLAND 4, OREGON – TEL. CAPITOL 8-9438

DAVID A. LEWIS
Manager

November 6, 1958

Green and Buick
275 State Street
Salem, Oregon

Re: Bond 39-570-890
-to- State of Oregon

Gentlemen:

On the above bond we wrote to you on October 14th inquiring the status of the claimof Mrs. Adelia Douma.

Will you please advise the status of this claim as the State has advised us they are prepared to release semi-final payment on this job.

Very truly yours,

W. D. Lane

W. D. Lane
Claim Manager

l/h

CC:State of Oregon
H. B. Glaisyer

Will you please advise us if this claim has been taken care of and if not* the necessary funds to take care of the claim in the amount of $206.05

*are you planing to withhold

NOTED
C. W. HEAD

October 13, 1958

Mr. T. Lester Johnson
Attorney at Law
Wasco, Oregon

Dear Mr. Johnson:

Just received is your letter of October 10, 1958 transmitting a claim of your client, Mrs. Adelia Douma, against Greer and Buick, Inc., contractors for the construction of the Moro Junction-Monkland Section of the Monkland County Road, Sherman County. It is noted that the claim is in the amount of $206.05 and is for rock material removed from your client's land.

The contract to which you refer is State Highway Contract No. 5076. The records of the State Highway Commission reveal that this job was completed by the contractor on September 13, 1958; also, that final payment has not yet been made for work performed. Inquiry of our Construction Office indicates that the field notes for this job have not yet been received in the Salem Office, and that it will take a month or more to check the notes when they are received and to affect payment of the final amount.

In connection with this job the contractor was required to furnish a performance bond. The bond was written by the American Surety Company of New York, for whom Pauline Osborn is Resident Agent with offices at 328 North Commercial Street, Salem, Oregon. The Attorney-in-Fact for the company is Kathleen Brophy, 600 Yeon Building, Portland, Oregon. I would suggest that you file the claim with the bonding company in the event that you secure no satisfaction from the contractor. This bond can be held responsible and liable for the payment of the claim for a period of six months from the date that the Highway Commission formally accepts the work provided the claim is filed with the Secretary of State in conformity with legal requirements with which no doubt you are familiar. For your ready reference I enclose a multilith copy of the excerpts from the law referred to.

I am today bringing your claim to the attention of the American Surety Company in conformity with our standard practice. That is about all we can do to assist in the collection of the account. It is hoped that the account will be satisfied in the near future.

Respectfully yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]:jmc

Mrs. Adelia Douma,
Moro, Oregon.

To - Greene & Buick, Inc.
275 State St.,
Salem, Oregon.

~~FOR PROFESSIONAL SERVICES RENDERED~~

4121 cubic yards of rock removed from Sec. 9, Township 1 South, Range 17 E.W.M., Sherman County, Oregon under contract dated February 13, 1958 @ .05 per yard	$206.05

COPY

Moro, Oregon, February 13, 1958.

The undersigned "Greene and Buick, Inc." agrees to pay to Mrs. Adleia Douma five (5) cents per yard, pit measure, for rock removed by Greene & Buick, Inc. from S.E. Quarter of Section 9 located in Sherman County, Oregon, State of Oregon. Measurement to be made by Oregon State Highway Dept. Engineers.

Greene & Buick, Inc.
S/ Don Greene, Pres.
S/ Adelia Douma

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 13, 1958 19

Section Moro Junction-Monkland

Highway Monkla nd County Sherman

Contractor Greene and Buick, Inc.

Date of contract November 8, 1957 19

Date work started November 14, 1957 19

Project authorization $108,819.28

Exclusive of engineering $ 96,728.25

Kind of work Structure-Grading & Oiling

Section prefix 528-1024

Contract number 5076

Specified work days 120

Work days used 122

Per cent of time elapsed 101.6 %

Estimated cost of completed project, exclusive of engineering $ 99,500

Estimated per cent overrun or underrun 2.8% %

Per cent of contract completed, based on total contract price 99.2 %

Engineering authorization $7,758.26

Engineering cost to date $ 7,758.28, 100 %

Date project was completed September 13, 1958 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Barney Helser, sub-contractor, completed final seal on this project today. He will dress and roll shoulders tomorrow. He is going to do some oiling for the city of Moro next week so will have equipment available for brooming. All of his equipment and crusher is located on private property so this will be the final report.

Noted
M. N. Juve

NOTED

NOTED
C. E. PAULSEN

CONSTRUCTION DIVISION
RECEIVED
SEP 15 1958
NOTED-- CE ACE ACE CDE

Signed M.D. Glenn

Address [illegible] The Delles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.17	5.05		5.05	
Miles partially completed					
Miles completed	3.17	5.05		5.05	
Total estimated quantities (contract)	22,500	20,700		3,040	
Total quantities corrected to date	21,800	20,900		3,020	
Estimated quantities moved or placed to date	21,800	20,900		3,020	
Average daily quantities				604	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				22	

Men	20
Supervision	2
Men and trucks under 3 tons	2
Men and trucks over 3 tons	8
Men and tractors	

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ...., Compaction rollers ...., 1 Scoop-mobile ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	cldy		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	cldy		
Saturday			

RECEIVED
[illegible] 1958
FOR FILING

[illegible]

5076

PHONE EMpire 2-1253

Floyd R. Grubb
GENERAL CONTRACTOR
Commercial • Industrial
1305 TWENTIETH STREET SOUTH EAST • SALEM, OREGON

August 21, 1958

W. C. Williams
State Highway Dept.
State of Oregon
Salem, Oregon

Subject: Contract No, 5076 - E.W.O.#2
Moro Bridge - Sherman County
Moro Junction - Morkland

Dear Sir:

In the process of building the above named bridge, we submitted a bill for labor from Dec. 9, 1957 through Dec. 12, 1957 totaling $584.86. This was cut by $463.64 and we received payment of $120.00. We feel our original bill was correct, therefore we want to file a claim for $463.64. We subcontracted this job under Green and Buick, Inc.

Very truly yours,

FLOYD R. GRUBB, CONSTRUCTION

by D. L. Jackson
D. L. Jackson, Asst. Gen. Mgr.

DLJ:mb

Copy made
for Mr Gardner

RECEIVED
AUG 25 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
DEC 11 1957
FOR FILING

S-43(2)

5076

December 9, 1957
Salem, Oregon

Cross-buck and Advance Warning Signs
Moro Jct.-Monkland Section, Monkland
County Road, Federal-Aid Project No.
S-43(2) Sherman County

Mr. W. O. Widdows
Sign Engineer
State Highway Shops

To conform with requirements of the Bureau of Public Roads it will be necessary to install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing of the Union Pacific Railroad tracks with Monkland County Road about one mile northeast of the town of Moro.

The crossing referred to is at Station 0+43.48 of the Moro Jct.-Monkland Section, Contract No. 5076.

The signs should be installed before completion of the job which is estimated to be 120 workdays after March 1, 1958. Funds for this work are provided in the Project Authorization. An Order for State Force Work has been approved with expense to be charged to Prefix 528-1024-276.

Forrest Cooper
Deputy State Highway Engineer

CC: Dean Swift

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
DEC 4 1957
FOR FILING
S-43(2)
5076

Dec. 3, 1957

Greene and Buick, Inc.
275 State St.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5076, awarded Nov. 8, 1957, for structure, grading and oiling on the Moro Junction-Monkland Section of the Monkland County Road in Sherman County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED

FOR [illegible]

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

D. F. WENGERT
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

S-43 (2)

Mr. Roberts

[illegible] 76

December 2, 1957

C 321 - 2 - 6

[illegible] 50%

[illegible] S-43(2)

Mr. W. C. Williams,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter November 12th, regarding installation of crossbuck and reflectorized advance warning signs at grade crossing No. 2D-25-5, located approximately one mile northeast of Moro on the Shaniko Branch line:

We are agreeable to this installation on the basis outlined by you, with the understanding that the post will be painted white.

Very truly yours,

D F Wengert

RECEIVED
DEC 3 1957
OREGON
STATE HIGHWAY COMMISSION

FORREST COOPER

RECEIVED
NOV 14 1957
FOR FILING

November 12, 1957

Mr. D. F. Wengert
General Manager, Northwest District
Union Pacific Railroad Company
828 Pittock Block
Portland 5, Oregon

Dear Sir:

Under authority of Order No. 7058 issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized cross-buck and reflectorized advance warning signs at the grade crossing of your Shaniko Branch line tracks with the Monkland County Road near Moro.

We propose to install our standard type of cross-buck sign which consists of scotch lighted aluminum cross arms bolted to a 6" x 6" x 16' cedar post.

The crossing referred to is about 1 mile northeast of the town of Moro and known by your identification as crossing No. 2D-25.5

May we have your consent to make this installation with the understanding that the maintenance of the cross-buck signs after installation will be a responsibility of your company, as provided in the P.U.C. order mentioned above.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:ia

RECEIVED
DEC 2 1957
FOR FILING

November 8, 1957

Greene & Buick, Inc.
275 State Street
Salem, Oregon

Gentlemen:

The State Highway Commission on October 31, 1957, accepted your proposal for grading and oiling and construction of one reinf. conc. bridge on the Moro Junction-Monkland Section of Monkland County Road, in Sherman County for the sum of $96,328.25 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5076.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
L. H. Probert
R. G. Savage (SIAC)
P. M. Stephenson
Pacific Builder & Engineer, Inc.
M. Lowell Richards

NOTED
J. Mc C.

RECEIVED
NOV 8 1957
FOR FILING

S-43(2)

5076

Salem, Oregon
November 7, 1957

Maint. #329
Finance #179

FAS Project Agreements
FAS 665, Sherman County

Mr. C. G. Swenson
City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Sherman County covering the Moro Junction-Monkland Section of FAS 665 in Sherman County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Sherman County.

Secretary

rn
Attach: 5

FORM E30—80M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

(A)

Salem, Oregon
October 25, 1957

SUBJECT: FAS Project Agreements
FAS 665, Sherman County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Moro Junction-Monkland Section of FAS 665 in Sherman County. Two copies of the agreement have been executed by the county and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on December 17, 1956.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Oct 28, 1957

AUTHORIZED BY HIGHWAY COMMISSION
DATE Sub. to be waived 10-31-57
Secretary

RECEIVED
OCT 28 1957
OFFICE OF
STATE HIGHWAY ENGINEER

(A)

Sign 2 copies of each of 2 agreements

F-109(6) Beaver Lookout-Bullards 1957
Br. Sec. (Grading)

F-109(6) Beaver Lookout-Bullards 1957
Br. Sec. (Grading)
#5077

CfA 1903 10-7-1957

F-109(6)

RECEIVED 1960 FOR FILING

W. C. [illegible]

NOTED W. C. WILLIAMS

July 29, 1960

Beaver Lookout-Bullards Bridge
Contract No. 5077

FINAL COST ANALYSIS

Grading
Contractor: C. R. O'Neil
Resident Engineer: John L. Gunter

Oregon Coast Highway
Prefix No. 6-1072
Project No. F-109(6)

------Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing	100%	All	80,000.00	70,000.00	70,000.00	80,000.00
Drainage Excav., Unclass.	14,196.2	Cu. Yd.	2.00	1.82	25,886.45	28,392.40
General Excav., Unclass.	1,096,763	Cu. Yd.	0.36	0.37	404,332.90	394,834.68
Short Overhaul	3,257,698.8	Yd. Sta.	0.015	0.015	48,584.61	48,865.48
Long Overhaul	68,956.1	C-Yd. Sta.	0.35	0.35	24,257.79	24,134.64
Finish R.B. & Slopes	7.71	Mile	800.00	854.92	6,591.46	6,168.00
Rounding Cutbanks	42,226	Lin. Ft.	0.20	0.20	8,490.08	8,445.20
18" Corr. Metal Pipe	1,006	Lin. Ft.	4.85	4.69	4,716.18	4,879.10
24" Corr. Metal Pipe	850	Lin. Ft.	7.25	7.14	6,066.22	6,162.50
36" Asb. Bonded Corr. Metal Pipe	534	Lin. Ft.	15.00	14.24	7,603.36	8,010.00
36" Asb. Bonded C.M.P. 10 ga.	350	Lin. Ft.	18.00	18.33	6,415.36	6,300.00
48" Asb. Bonded C.M.P. 10ga.	1,250	Lin. Ft.	25.00	24.88	31,097.10	31,250.00
60" Asb. Bonded C.M.P.	170	Lin. Ft.	39.00	36.11	6,138.04	6,630.00
12" Concrete Pipe	780	Lin. Ft.	2.00	1.50	1,169.19	1,560.00
18" Concrete Pipe	1,305	Lin. Ft.	3.75	3.62	4,719.59	4,893.75
24" Extra Strength Conc. Pipe	861	Lin. Ft.	7.00	6.55	5,639.96	6,027.00
***96" Struct. Plate Pipe 10 ga. Ctd. Sta. 902+42	100%	All	13,000.00		12,188.00	13,000.00
***96" Struct. Plate Pipe 10 ga. Ctd. Sta. 902+57	100%	All	13,000.00		12,188.00	13,000.00
8" Perf. Mtl. Dr. Pipe, Unctd.	42,467	Lin. Ft.	2.25	2.17	92,238.90	95,550.75
12" Perf. Mtl. Dr. Pipe, Unctd.	6,082	Lin. Ft.	3.25	2.54	15,464.45	19,766.50
Special Backfill in Drains	7,224	Cu. Yd.	6.75	6.26	45,256.75	48,762.00
Coarse Cr. Mat'l in Surfacing	2,781	Cu. Yd.	6.00	5.39	14,999.91	16,686.00

FINAL COST ANALYSIS - Contract No. 5077
Beaver Lookout-Bullards Bridge

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Mat'l in Surfacing	711	Cu. Yd.	6.50	5.39	3,834.93	4,621.50
Sprinkling	77	M-Gal.	3.00	3.00	231.57	231.00
**Type 2 Fence	4,348.72	Rod	5.30	5.10	22,178.47	23,048.22
16' x 48" Metal Gates	17	Each	85.00	75.00	1,275.00	1,445.00
PA#1 Hand Placed Riprap	57	Cu. Yd.	7.50	6.63	377.77	427.50
PA#2 Extra Clearing	1	Acre.	300.00	233.34	233.34	300.00
PA#3 Extra Clearing & Grubbing	.5	Acre	1000.00	940.12	470.06	500.00
PA#4 Extra Clearing & Grubbing	1	Acre	1,000.00	849.04	849.04	1,000.00
PA#10 Purchase Excess Material	100%	All			869.76	869.76
Force Account					20,536.62	21,385.58
					$904,900.86	$927,146.56

Gross Amount $ 927,146.56

Total Cost $ 904,900.86

Profit $ 22,245.70

Net Profit equals 2.4% of Gross Revenue

* Work done all or in part by Murray Bros.
** Work Done all or in part by Wold Bros.
*** Work done all or in part by Geo. E. Berry

DETAIL OF COSTS - Contract No. 5077

Labor:			
Labor		$ 220,242.51	
Labor Insurance		14,571.75	
Health & Welfare and Pension		6,464.31	$ 241,278.57
Materials:			
18" C.M.P.	1,006 Lin.Ft. @ $3.03	3,048.18	
18" C.M.Bands	37 Each @ $3.03	112.11	
24" C.M.P.	850 Lin.Ft. @ $4.72	4,012.00	
24" C.M.Bands	42 Each @ $4.72	198.24	
36" Asb.Bonded C.M.P.	534 Lin.Ft. @ $10.81	5,772.54	
36" Asb.Bonded C.M.Bands	23 Each @ $10.81	248.63	
36" Asb.Bonded C.M.P. 10 ga.	350 Lin.Ft. @ $13.65	4,777.50	
36" Asb.Bonded C.M.Bands	16 Each @ $13.65	218.40	
48" Asb.Bonded C.M.P. 10 ga.	1,250 Lin.Ft. @ $18.99	23,737.50	
48" Asb.Bonded C.M.Bands	59 Each @ $18.99	1,120.41	
60" Asb.Bonded C.M.P.	170 Lin.Ft. @ $25.05	4,258.50	
60" Asb.Bonded C.M.Bands	7 Each @ $50.10	350.70	
12" Concrete Pipe	780 Lin.Ft. @ $1.00	780.00	
18" Concrete Pipe	1,305 Lin.Ft. @ $2.05	2,675.25	
24" Extra Str.Concrete Pipe	861 Lin.Ft. @ $3.10	2,669.10	
96" Struct.Plate Pipe 10 ga. Sta. 902.42	200 Lin.Ft. @ $50.94	10,188.00	
96" Struct.Plate Pipe 10 ga. Sta. 902.57	200 Lin.Ft. @ $50.94	10,188.00	
8" Perf.Mtl.Dr.Pipe	42,467 Lin.Ft. @ $1.11	47,138.37	
8" Perf.Mtl.Bands	1,913 Each @ $1.32	2,525.16	
12" Perf.Mtl.Dr.Pipe	6,082 Lin.Ft. @ $1.98	12,074.04	
12" Perf.Mtl.Bands	285 Each @ $1.92	547.20	
Special Backfill Rock	7,224 Cu.Yd. @ $4.86	35,108.64	
Coarse Cr. Rock	2,781 Cu.Yd. @ $4.86	13,515.66	
3/4"-0 Cr. Rock	711 Cu.Yd. @ $4.86	3,455.46	
Pipe Fittings		869.76	188,219.35
Equipment Rentals and Miscellaneous Supplies:			
Equipment Rental		296,331.30	
Gas, Oil and Grease		45,031.37	
Bond		4,784.09	
Explosives		983.13	
Freight and Cartage		7,024.27	
P.U.C.		1,118.53	
Small Tools and Miscellaneous Supplies		1,934.55	
Amount Paid Murray Bros., for Clearing		70,000.00	
Amount Paid Geo. Berry for Installing 96" Metal Pipe		4,000.00	
Amount Paid Wold Bros., for Fencing		23,453.47	
Home Office and General Overhead		20,742.33	475,402.94
TOTAL COST			$ 904,900.86

Remarks - Contract No. 5077

This was a "Federal Aid Primary Project" on the Oregon Coast Highway in Coos County. The northerly end of the project was approximately 400 feet westerly of the Bonneville Microwave Tower which is about 0.5 mile northerly of the Beaver Lookout Tower. The southerly end of the project was at the northerly end of Bullards Bridge over the Coquille River approximately two miles northerly of the city of Bandon. The overall length of the project was 6.96 miles.

The work to be done under this contract consisted of the construction of 6.96 miles of main highway roadbed and connections; the construction of two 96" structural plate pipe culverts; the construction of stone surfacing on approach roads and connections; the construction of 4,700 rods of Type 2 right-of-way fence and the performance of such additional and incidental work as was called for by the specifications and plans.

The project was bid by C.R. O'Neil on October 3, 1957 and was awarded to him November 15, 1957. The contractor began work on the project October 21, 1957 and was completed September 9, 1959. The final estimate was dated April 18, 1960.

On October 21, 1957 the subcontractor on clearing and grubbing moved in a crew consisting of two men and a D8 caterpillar tractor with a clearing blade. This crew was augmented as his equipment became available to two D8 caterpillar tractors with clearing blades, two D7 caterpillar tractors with clearing blades, one D6 caterpillar with bulldozer, two power saws, one boon truck, one flatbed truck, two pickup trucks and fourteen laborers. The clearing progressed well until the week ending January 17, 1958 at which time the ground became to wet to operate his equipment efficiently. He continued hand picking the area and shooting stumps until February 7, 1958 at which time he ceased operations. On April 14, 1958 the subcontractor's crew returned to the project and began clearing. The clearing progressed well, except for a two week period when a labor dispute shut the operation down, and was completed during the week ending July 19, 1958.

On November 23, 1957 the principal contractor moved in and began the grading operation. At the start of the grading he used one TD24 tractor with bulldozer blade, two D8 tractors with bulldozers, five DW21 scrapers, a 3/4-cubic yard shovel with a dragline attachment and a #12 caterpillar power grader. Good progress was made during the rainy weather as the contractor was working in sand. The contractor, completing the sand cuts during the week ending February 22, 1958, brought the operation to a standstill except for the installation of drain pipes. During the week ending May 24, 1958 the contractor, after being completely shut down by a labor strike, again began his grading operation. As the season progressed the contractor augmented the grading spread with a TC12 Euclid tractor with a bulldozer and three TST24 Euclid scraper units. Very good progress was made except for a five week period when the project was shut down by strikes.

On November 7, 1958 the contractor closed the project for the winter.

Remarks Cont'd - Contract No. 5077

The contractor reopened the project during the week ending March 7, 1959 cleaning out ditches and culverts. The following week he began his grading operations. This work progressed slowly due to indecent weather and the material being very wet. The principal contractor finished his work during the week ending August 22, 1959.

The fencing subcontractor, Wold Bros., who began work during the week ending March 1, 1958, completed their part of the project on September 9, 1959. This completed all work on the project.

The contractor, having good supervision, good equipment, and good bid prices, realized a fair profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

NOTED

NOTED
H. S. COX

Salem, Oregon
April 15, 1960

R/W Files Nos. 26093 - 30449
Davis Slough-Bandon Section
Oregon Coast Highway
Coos County

Mr. Forrest Cooper
Deputy Highway Engineer
OFFICE

Beaver Lookout - Bullards Br. Unit
10-8-57 R/Way Agree

In 1957 property was acquired from Coos County for right-of-way on the Davis Slough-Bandon Section of the Oregon Coast Highway which included property for right-of-way for a connection to the Beaver Hill-Seven Devils Road. Subsequent to the acquisition of this property this road connection was revised and a portion of the property was no longer needed for right-of-way. The area originally acquired for county road was 9.95 acres and the area not now required for right-of-way contains approximately 5.6 acres. It is now proposed to reconvey to Coos County this right-of-way with the county reimbursing the state in the amount of $84 for the 5.6 acres not required for right-of-way. If this is satisfactory the attached quitclaim deed requires your signature of approval and should then be presented to the Highway Commission for their signatures. The copy of the deed is for the general files.

Coos County has forwarded to Mr. Saling a check in the amount of $84 in payment for this property.

C. G. Swenson
County & City Relations Engineer

CGS:mm
Att.

NOTED
JOHN D. GRAHAM

FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
MAR 1[illegible]

March 15, 1960

IN REPLY PLEASE REFER TO

File Nos. 26093-30449
Davis Slough-Bandon Section
Oregon Coast Highway
Coos County

Coos County Court
P. O. Box 187
Coquille, Oregon

Attention: Floyd Robb
County Engineer

Gentlemen:

This will acknowledge receipt of Coos County's Check No. 15038 in the amount of $84.00, payable to the Oregon State Highway Department as reimbursement for 6.85, 2.5 and 0.6 acres of unused right of way acquired for the Seven Devils County Road Connection and being deeded back to the County in accordance with the agreement of October 4, 1957, in the writers letter of January 4, 1960 to the County Court and Mr. Swenson's letter to you under date of February 19, 1960. Coos County's cooperation is greatly appreciated.

The Highway Commission just held a meeting on March 10th and 11th with the next one scheduled for April 21st and 22nd. Mr. Swenson proposes to present the deed to the Commission for its formal approval and signatures at that time. Shortly thereafter we should be able to send you the fully executed deed.

Very truly yours,

EARL F. SALING
Right of Way Office Manager

EFS:jm

cc: W. T. Wright
C. G. Swenson
Accounting Department

COPY

FO 10M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
MAR 16 1960

Salem, Oregon
March 15, 1960

SUBJECT: File Nos. 26093-30449
Davis Slough-Bandon Section
Oregon Coast Highway
Coos County

To: Mr. C. G. Swenson
County & City Relations Engr.
OFFICE

Attached in duplicate is the State's proposed quitclaim deed to Coos County for the reconveyance of the unused right of way originally acquired for the Seven Devils County Road Connection to the relocated Oregon Coast Highway.

The original of the deed is to be signed by the Highway Commission, the duplicate copy to be retained by the Secretary of the Commission for his files. If and when fully executed, we would like to send the original back to Coos County, after making note of same in our records, and transmit the necessary copies to the field. The original deed as submitted bears the approval of the Staff Attorney and Chief Counsel but needs the approval of the Deputy State Highway Engineer.

If you do not have a map showing these reconveyed parcels, we will be glad to duplicate the one we have in our files.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:jm
encls. QC Deed in dup.

February 19, 1960

Mr. Floyd Robb
Coos County Engineer
P. O. Box 666
Coquille, Oregon

Davis Slough-Bandon Section
Oregon Coast Highway
R/W Files 26093 & 30449

Dear Mr. Robb:

At the intersection of Beaver Hill-Seven Devils Road and the relocated Oregon Coast Highway, the State purchased some property from Coos County for this county road connection. Subsequent to this purchase, this connection was revised and Coos County, by an agreement dated October 4, 1957, agreed to acquire the right-of-way for this revised connection.

It is now proposed to reconvey to Coos County that property not required by the State for right-of-way. Enclosed is a copy of a proposed quitclaim deed which effects this reconveyance. The parcels of property described in the deed are shown outlined in blue, orange, and red on the attached map and contain approximately 9.95 acres. The area shown hatched within the area outlined in blue and all of the areas outlined in orange and red are not needed for right-of-way and contain approximately 5.6 acres. The consideration of $84 set forth in the deed is $15 per acre for the 5.6 acres not required for right-of-way. This was the price paid by the State to the County for this property.

If this deed is satisfactory, please advise and forward a check in the amount of $84 payable to the State Highway Commission and we will present the deed to the Highway Commission for their action. It is not necessary to return the enclosed copy of the deed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
County & City Relations Engineer

CGS:mm
Encl.

cc: Earl Saling

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Right of Way Department
February 15, 1960

8 B 3-11
16 C 36-1[illegible]

SUBJECT: Files 26093 & 30449
Davis Slough-Bandon Section
Oregon Coast Highway
Coos County

To:
Mr. Clarence Swenson
County & City Relations Engineer
OFFICE

Attached is a copy of a proposed deed from the State Highway Commission to Coos County to return to the County those portions of the original Seven Devils Access Road connection that are not being used in the second or latest revised connection. The $84 consideration is for 5.6 acres of the original transaction not used in the second transaction for right of way, on which the State had previously paid $15 per acre for the land. If this deed, as prepared, meets with Coos County's approval as to form, and you can secure the $84 also, we will be glad to forward the original deed to the Commission in order to transfer the property back to the County. This is being transferred back to the County under the agreement of October 4, 1957, which your department secured with said Coos County.

On January 14, this office returned the latest option to the County with a note that the deed of reconveyance, at approximately $15 per acre, would be forthcoming.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:ls
Attach: Copy of deed

RECEIVED
FEB 1[illegible] 1960

RECEIVED
FEB 1[illegible] 1960
COUNTY [illegible]

January 14, 1960

Coos County Court

Coquille, Oregon

File 30449
County Road Connection
Beaver Lookout-Bullards Bridge
Oregon Coast Highway
Coos County

Gentlemen:

Since receipt of the option you signed for our right of way agent on November 24, 1959, it has come to our attention that Coos County entered into an agreement with the State Highway Department on October 4, 1957, to provide the right of way for the relocation of the Seven Devils County Road Connection to the Oregon Coast Highway in Section 25, Township 27 South, Range 14 West, W. M., said right of way to be provided without cost to the State.

We are returning your signed option which we do not consider necessary in this case, as no doubt the agreement can be considered as the County's intention to provide this right of way across their land. We would like to deed back the original right of way acquired with the main Oregon Coast relocated right of way by the $1,630.45 deed signed by the County on June 28, 1957, which was recorded in Book 259, Page 290, Coos County Deed Records. The area to be deeded back would be parcels 2, 3 and 4 of said deed, with the additional provision on this quitclaim deed as to sign control, and with the understanding that the only accesses to the Oregon Coast Highway would be those allowed in the original deed and the County road connection or connections. The deed is to contain a consideration of $15 per acre, which we believe will amount to approximately $75 for land not used in the present right of way. We will proceed to prepare the quitclaim deed and submit the copy to the County for their approval.

Very truly yours,

EARL F. SALING
Right of Way Office Manager

EFS:ls
Encl. Option

cc: Larry Holt

RECEIVED
MAR 2 1960
FOR FILING

5077

March 2, 1960

Great American Insurance Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5077 for grading the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County was completed by the contractor, C. R. O'Neil, on September 9, 1959, but has not as yet been accepted by the Commission.

Final payment in the amount of $20,080.41 will be released to the contractor after acceptance by the Commission. The total contract amount is $927,146.56, of which amount $21,385.58 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Great American Insurance Co.,
320 California Street
San Francisco, California

cc: Great American Insurance Co.,
Portland Service Office
407 Failing Bldg.,
Portland 4, Oregon

Form E-1—(Rev.)—

F-109(6)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 9, 1960

Section Beaver Lookout - Bullards Bridge

Kind of work Grading

Highway Oregon Coast County Coos

Section prefix 6 - 1072

Contractor C. R. O'[illegible]il

Contract number 5077

Date of contract November 15, 1957

Specified work days 260

Date work started October 21, 1957

Work days used 182

Project authorization $1,115,930.75

Exclusive of engineering $1,073,731.23

Per cent of time elapsed 70 %

XXXXXXXcost of completed project, exclusive of engineering $952,427.37

XXXXXXXper cent XXXXXXX underrun 11 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $82,199.52

Engineering cost to date $84,230.15, 102 %

Date project was completed September 9, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	None	None	None	None

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate was submitted to the Division Office Tuesday this week.

CONSTRUCTION DIVISION
RECEIVED
JAN 12 1960
NOTED-- CE ACE ACE COE

Noted
M. N. Jones

NOTED

Signed John H. Gunte

Address P. O. Box 374 Coquille, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.96				
Miles partially completed					
Miles completed	6.96				
Total estimated quantities (contract)	1,115,400 cy	6,600 cy			
Total quantities corrected to date	1,096,855	3,481			
Estimated quantities moved or placed to date	*	*			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Rain		
Thursday	Rain		
Friday	Rain		
Saturday			

RECEIVED
SEP [illegible] 1959
FOR FILING

F 109(6)

5077

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

September 17, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Order for State Force Account
Beaver Lookout-Bullards Bridge Section
Oregon Federal Aid Project F-109(6)
Estimated cost - $1,176
Federal funds - $705

Dear Sir:

Reference is made to your letter dated September 15, 1959 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The proposed construction is unusual in character and seldom used therefore the contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Very truly yours,

C. G. Polk
Division Engineer

Orig. [illegible]

RECEIVED
SEP 15 1959
FOR FILING

F 109(6)

5077

September 15, 1959

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 5, Account No. 279, covering placement of asphalted burlap cover on ditches on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5077, in connection with Federal Aid Project No. F-109(6).

It is necessary to protect the ditches between Stations 918 and 943 with asphalt coated burlap to prevent serious erosion. The roadside ditches in this area are through blow sand material which is easily eroded unless protected.

The contractor is not equipped to do this work. Whereas, the State has the necessary special equipment to do the work more economically than by separate contract.

Prior tentative approval has been given by the BPR. Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $1,176.00 with Federal participation of $705.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CN:bb

Enc.

A

RECEIVED
JUL 30 1959
FOR FILING
F 109(2)
5077

July 30, 1959

Beaver Lookout-Bullards
Bridge Section
Oregon Coast Highway
Coos County
Contract 5077, Est. No. 18

Mr. C. R. O'Neil
Route 2, Box 95
Creswell, Oregon

Dear Mr. O'Neil:

As you requested by phone on July 29, 1959, a review of the above estimate has been made. We find that it was necessary to return the data supporting the $9,700 force account bill to the field for additional information and rather than delay your monthly payment, the estimate was processed without the item. Due to an erroneous interpretation of the resident engineer's estimate, you were shorted 758 cu. yds. of "Special Backfill in Drains". I am unable to account for the difference between this figure and the 1,400 cu. yds. amount that you mentioned. Could it be that it was placed subsequent to the closing date of July 10? Because of transposition of figures another shortage of $540.00 was discovered in connection with Price Agreement No. 5.

We are attempting to prepare a supplemental payment in your favor to cover these items and barring unforeseen circumstances it should be forthcoming in the near future.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb
cc: Tom Edwards
John Canter

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
5077 08-35.4

408 State Highway Bldg.
Salem, Oregon

May 13, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-109(6), Beaver Lookout-Bullards Bridge Section, Oregon Coast Highway, State Contract No. 5077 - Order for State Force Work - Seeding and Mulching Rounded Portions of Cut Slopes and Placing Poultry Wire on Sand Slopes - Estimated Total Cost: $12,925 - Federal Funds: $7,700

Dear Sir:

We are approving the use of State force as being in the public interest under the provisions of PPM 21-6.3 for the following reasons:

1. The work is necessary to prevent extensive erosion of cut slopes and to prevent winds and heavy rains from displacing mulch from seeded slopes.

2. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

3. The State has specialized equipment and trained personnel to perform the work most economically.

4. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

RECEIVED
MAY 13 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Copies to
[illegible]
Edwards
[illegible]

RECEIVED
MAY 6 - 1959

FOR FILING

May 4, 1959

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-238 covering additional seeding and fertilizing and placing wire netting on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5077, in connection with Federal Aid Project No. F-109(6).

This work is in addition to that covered by Order for State Force Work approved February 12, 1958. An additional 6.5 acres will need to be seeded to control erosion. Due to the sandy type of soil, wire netting will be required to hold the mulch on an estimated 9.0 acres against severe wind and water erosion.

Your approval of this amendment to the original order on the basis of actual costs under the provisions of PPM 21-6.3 is requested.

The total estimated amount of this order is $12,925 with Federal participation of $7,770.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

p

RECEIVED
APR 27 1959
FOR FILING

F [illegible] 6)

5077

April 24, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the State's share of flagging costs on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5077, in connection with Federal Aid Project No. F-109(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

RECEIVED
APR 16 1959
FOR FILING

[illegible]

[illegible]

April 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering additional clearing and slide removal on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5077, in connection with Federal Aid Project No. F-109(6).

This work is necessary to remove slides and rebuild fills which have failed. Some of the slopes will need to be set back and flattened in order to hold. Natural ground on which some fills were placed has failed to support the fills. Extra drainage pipes will be installed at contract prices to remedy this condition.

Removal of the slide material will be done at contract prices for excavation after sufficient pioneering has been done to allow use of earth moving equipment.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED
NOV 23 1958
FOR FILING

F-109(6)

5077

When replying, refer to
00-35.4

November 26, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-109(6), Beaver
Lookout-Bullards Bridge Section,
Oregon Coast Highway. State contract
No. 5077 - Order for State Force Work
No. 233 - Furnish and Install Horizontal Drains in Cut Slopes.
Estimated total cost $2,925.00
Federal Funds $1,755.00

Dear Sir:

We are approving the use of State forces as being in the public interest under the provisions of PPM 21-6.3, on an agreed unit price basis, for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be accomplished as the contractor's work progresses and necessity arises in order to remove excessive subsurface drainage and, thereby, prevent extensive damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered, and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Project

RECEIVED
NOV 24 1958
FOR FILING

5077

November 20, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 233 covering installation of horizontal drains on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5077, in connection with Federal Aid Project No. F-109(6).

This work is necessary to drain a cut slope and for slide control between Stations 1041+00 and 1049+00. The contractor is not equipped to do this work, while the State has the necessary drilling equipment operated by experienced crews. It will be necessary to install the drains as the contractor's work progresses, making it impractical and uneconomical to contract this work.

Your approval of this order at agreed unit prices, under the provisions of PPM 21-6.3, is requested.

The total estimated cost of this order is $2,925.00 with Federal participation of $1,755.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

RECEIVED

FOR FILING

FORM 530—50M—2-57—1478

5077

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 15, 1958

SUBJECT: Beaver Lookout-Bullards Bridge
Oregon Coast Highway
Contract No. 5077

To: Mr. Tom Edwards
Construction Engineer
Office

Attention: Mr. L. H. Young

I have examined the lease agreement and assignment of lease enclosed in your letter of April fourteenth and find the same to be sufficient for the purpose of making advance payments to the contractor for fencing materials.

I have likewise had Mr. Lindas accept the assignment on behalf of the State Highway Commission.

Frank C. McKinney
FRANK C. McKINNEY
Chief, Office Section

FCMcK:PW

cc S. H. Probert
Forrest Cooper
H. B. Glaisyer
L. I. Lindas

P. S. I am herewith returning the six copies of the lease and assignment.

REFERRED TO Query BY SECRETARY
to file

CONSTRUCTION DIVISION
RECEIVED

NOTED ☐ ☐ ☐ ☐ ☐

NOTED
FLOYD QUERY

FORM E-90X—37,500—9-57—6994

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 16, 1958

To:

L. H. Young
Asst. Construction Engineer
Salem, Oregon

SUBJECT:

Beaver Lookout-Bullards Bridge
Contract 5077
Assignment of Lease

I forward herewith six (6) copies of an Assignment of Lease whereby Mr. C. R. O'Neil, contractor on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway, transfers and assigns to the Oregon State Highway Commission, for the duration of the said contract, all right, title and interested in a lease between C. R. O'Neil and Lester G and Dorothy M. Wold for a certain parcel of ground on which to store fencing materials to be used on the above mentioned contract. Attached hereto are copies of title insurance and copies of the Lease Agreement between L. G. Wold and C. R. O'Neil Company.

Approval of this assignment of lease must be obtained before the contractor may be paid for fencing materials stored in this area. Please be advised that there is an item in the amount of $6734.48 for fence corner posts, T-fence posts and woven wire.

F D Morgan
F. D. Morgan
Division Engineer

dls
encls.

RECEIVED

NOTED-- ☐ ☐ ☐ ☐ ☐

ASSIGNMENT OF LEASE

For value received C. R. O'Neil,
Name

contractor on highway (bridge) construction contract No. 5077, does hereby sell, transfer, assign, and set over to the Oregon State Highway Commission, for the duration of said contract, all its right, title, and interest in and to the lease affixed hereto, reserving the right to go upon and use the leased premises for the purposes of said contract, and, further, does agree to indemnify and hold harmless the said Highway Commission, its members, officers, employees, and agents against any and all claims or damages which may result from the use of the property covered by said lease during the term of this assignment.

Attachments:

1. Copy of lease from Lester G. & Dorothy M. Wold (lessor) to C. R. O'Neil (contractor-lessee) dated ________, covering a parcel of land in Section 20, Township 28, Range 14, W.M., Coos County, Oregon.
2. Title Report of lessor.

April 5, 1958
Date

Creswell, Ore.
Place

C. R. O'Neil
Contractor

By

State of Oregon)
County of Lane) ss.

On this 7th day of April, 1958, personally came before me, a Notary Public in and for said County and State, the within named C. R. O'Neil to me personally known to be the identical person_ described in, and who executed, the within instrument, and who each personally acknowledged to me that _he_ executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Calvin C. Taylor
Notary Public for Oregon

My commission expires 9-4-58

ACCEPTANCE RECOMMENDED:

Forrest Cooper
State Highway Engineer

ACCEPTED, on behalf of the State Highway Commission

Chief Counsel

COMMONWEALTH TITLE INSURANCE CO.
Title Insurance and Escrows
ISSUED BY
TITLE GUARANTEE & ABSTRACT CO.
COQUILLE, OREGON
PHONE: 8761
COOS BAY CONGRESS 7-9111

April 8, 1958

PRELIMINARY REPORT FOR

STANDARD COVERAGE POLICY $

A. T. A. STANDARD LOAN POLICY $

State Highway Department
Coquille, Oregon

Attention: John Gunter

Gentlemen:

We are prepared to issue title insurance in the form and amount shown above insuring the title to the land hereinafter described:

(See attached description sheet)

as of April 3, , 1958 at 8 A. M., vested in

LESTER G. WOLD and DOROTHY M. WOLD
as tenants by the entirety

subject to the usual printed stipulations and exceptions appearing in such form policy and also the following:

1. Reservations contained in United States Patents.

2. Mortgage, including the terms and provisions thereof, executed by Lester G. Wold and Dorothy M. Wold, husband and wife, in favor of Bank of Bandon, an Oregon banking corporation, dated December 17, 1957 and recorded December 19, 1957 in Book 152, Page 477, Mortgage Records, Coos County, Oregon; given to secure the payment of $3,000.00 and interest thereon.

NOTE: 1957-58 Taxes - $97.28 - Paid.

cc: Myron D. Spady
Bandon, Oregon

COMMONWEALTH TITLE INSURANCE CO.
By James A. Little
Authorized Examiner

JAL:f

ORDER NO. 4-16294

This Company assumes no liability under this Preliminary Report until the full Policy Premium has been paid.

DESCRIPTION SHEET

See page 1 for vesting and encumbrances, if any.

Description of the tract of land which is the subject of this report:

A parcel of land situated in the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of Section Twenty (20), Township Twenty-eight (28) South, Range Fourteen (14) West of the Willamette Meridian, Coos County, Oregon, particularly described as follows:

Beginning at the Northeast corner of said Section Twenty (20); thence along the North boundary of the County Road South 70° 55' West 204.3 feet; thence along said North boundary North 82° 15' West 313.71 feet; thence North 1° 06' West 50.64 feet, more or less, to the North boundary of said Section Twenty (20); thence along said North boundary East 580.33 feet to the place of beginning.

Order No. 4-16294

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Lester G. Wold and Dorothy M. Wold, for a valuable consideration, do hereby lease unto C. R. O'Neil, his legal representatives or assigns, the following described premises, to-wit:

> A parcel of land situated in the Northeast quarter of the Northeast quarter (NE¼NE¼) of Section Twenty (20), Township Twenty-eight (28) South, Range Fourteen (14), West of the Willamette Meridian, Coos County, Oregon, particularly described as follows:
> Beginning at the Northeast corner of said Section Twenty (20); thence along the North boundary of the County Road S. 70° 55' W. 284.3 feet; thence along said North boundary N. 82° 15' W. 313.71 feet; thence N. 1° 06' W. 50.64 feet, more or less, to the North boundary of said Section Twenty (20); thence along said North boundary East 580.33 feet to the place of beginning, containing .798 acre, more or less
>
> Excepting and reserving to the Lessors all buildings and appurtenances on the premises and rights of way to said buildings.

The term of this lease shall be for Eighteen (18) months from the date hereof or until the sub-contract between C. R. O'Neil and Wold Bros., on Bid Item No. 27 of Contract No. 5077 between C. R. O'Neil and the State of Oregon Highway Department shall have been completed or until all the materials stored on the leased premises shall have been transferred from said premises to and incorporated into the construction of Bid Item No. 27.

This lease is for the sole purpose of the storage of fencing materials to be used to complete Bid Item No. 27 of Contract No. 5077 between C. R. O'Neil and the Oregon State Highway Department as sublet to Wold Bros. In the event of default in the subcontract on Bid Item No. 27, the Lessee shall have the right to go upon the described property and remove materials stored thereon for the completion of said Bid Item No. 27, or to continue the storage of such materials upon the described premises for the full term of this lease.

The Lessors do hereby agree to indemnify and hold harmless C. R. O'Neil or the Oregon State Highway Commission against any and all claims and damages from the use of the described property and the storage thereon by the Lessors or Wold Bros., of any materials necessary to complete said Bid Item No. 27.

The use of the described premises by Wold Bros., for the storage of materials as aforesaid shall be deemed an act of Wold Bros., as an independent contractor and not as an agent or employee of C. R. O'Neil.

This lease is assignable only to Oregon State Highway Commission.

WITNESS our hands and seals this 5th day of April, 1958.

Lester G. Wold (SEAL)

Dorothy M. Wold. (SEAL)

STATE OF OREGON)
) ss
County of Coos)

On the 5th day of April, 1958, there appeared before me the aforementioned Lester G. Wold and Dorothy M. Wold, both of whom acknowledged to me that they executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal this 5th day of April 1958.

Audrey L. Oliver
Notary Public for Oregon
My Commission expires: Sept. 9, 1960

The Bank of Bandon, an Oregon Banking Corporation, the holder of a Mortgage on the property above described does hereby consent to the rights of C. R. O'Neil or his assignees to go upon the described premises during the term of the foregoing lease for the purpose of removing materials stored on the premises or to continue storage of materials as provided in the Lease.

BANK OF BANDON
BY: C. Tresidder, vice Pres.

STATE OF OREGON)
County of Coos) ss

On this 9th day of April, 1958, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. Tresidder, to me personally known to be the identical person who executed the foregoing instrument, who, being duly sworn, did say, that the said C. Tresidder is the Vice President of the Bank of Bandon, the corporation executing the foregoing instrument, and that the seal affixed is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 9th day of April 1958.

Fredaline Gibson
Notary Public for Oregon

My Commission expires: NOTARY PUBLIC FOR OREGON
My Commission Expires Aug. 22, 1961

RECEIVED
3 - 1958
FORM B-30X—27,500—8-57—6554
FOR FILING

F 109(6)

5077

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1958

SUBJECT:

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between C. R. O'Neil and Wold Brothers covering Item 27 on the Beaver Lookout-Bullards Bridge Contract, No. 5077, Oregon F-109 (6) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract on this project in the amount of $80,000, the amount of this subcontract is $24,910. Total amount of subcontracts $104,910 or 11.6%

NOTED
FORREST COOPER

RECEIVED
FEB 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible] 5077

~~Monthly~~ Transaction No. 2-41	For[illegible]2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]e **Oregon**
		County **Coos**
Project Report No. 7	**FEDERAL-AID PROJECT AGREEMENT**	Project No. **F-109(6)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway, northeast of Bandon (US-101).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	8/15/57	-
Rights-of-Way		
Construction	9/18/57	6.9
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 1,150,200.90	Federal funds $ 711,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

Date executed by Division Engineer **February 17, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Beaver Lookout - Bullards Bridge Section
Oregon Coast Highway
Coos County

NATURE OF WORK:

Grading

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5077 C. R. O'Neil 11-15-57

DATE OF COMPLETION: 260 workdays from 3-1-58

REMARKS:

Oregon State Highway Department

Federal Aid
Project No. F-109(6)

BEAVER LOOKOUT-BULLARDS BRIDGE SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

Type Code P.E.

Preliminary Engineering	All	Required		$24,000.00

Type Code 0010
Roadway (Sta. 750+00 to Sta. 1117+29)(Contract No. 5077)

Clearing and Grubbing	All	Required		$80,000.00
Drainage Excavation, Unclassified	7,500	cu. yds.	$2.00	15,000.00
Special Borrow Excavation, Unclassified	36,300	cu. yds.	.40	14,520.00
General Excavation, Unclassified	1,115,400	cu. yds.	.36	401,544.00
Short Overhaul	3,545,000	yd. sta.	.015	53,175.00
Long Overhaul	87,000	C-yd. sta.	.35	30,450.00
Truck Haul	75,100	yd. miles	.22	16,522.00
Finishing Roadbed and Slopes	6.96	miles	800.00	5,568.00
Rounding Cutbanks	40,000	lin. ft.	.20	8,000.00
18-inch Corrugated Metal Pipe	300	lin. ft.	4.85	1,455.00
24-inch Corrugated Metal Pipe	880	lin. ft.	7.25	6,380.00
36-inch Asbestos Bonded Corrugated Metal Pipe	550	lin. ft.	15.00	8,250.00
36-inch Asbestos Bonded Corrugated Metal Pipe, (10 Gage)	390	lin. ft.	18.00	7,020.00
48-inch Asbestos Bonded Corrugated Metal Pipe (10 Gage)	1,100	lin. ft.	25.00	27,500.00
60-inch Asbestos Bonded Corrugated Metal Pipe	180	lin. ft.	39.00	7,020.00
12-inch Concrete Pipe	680	lin. ft.	2.00	1,360.00
18-inch Concrete Pipe	2,700	lin. ft.	3.75	10,125.00
24-inch Concrete Pipe, Extra Strength	860	lin. ft.	7.00	6,020.00
96-inch Structural Plate Pipe, 10 Gage (Sta. 902+42)	All	Required		13,000.00
96-inch Structural Plate Pipe, 10 Gage (Sta. 902+57)	All	Required		13,000.00
8-inch Perforated Metal Drain Pipe	25,000	lin. ft.	2.25	56,250.00
12-inch Perforated Metal Drain Pipe	8,000	lin. ft.	3.25	26,000.00
Special Backfill in Drains	4,600	cu. yds.	6.75	31,050.00
Coarse Crushed Material in Surfacing	5,300	cu. yds.	6.00	31,800.00
3/4" - 0 Material in Surfacing	1,300	cu. yds.	6.50	8,450.00
Sprinkling	250	M-gals.	3.00	750.00
Type 2 Fence	4,700	rods	5.30	24,910.00
16' x 48" Metal Gates	20	only	85.00	1,700.00
				$906,819.00

Anticipated Slide Removal	All Required	$ 100,000.00
Horizontal Drains	All Required	5,000.00
Seed and Mulching Slopes	All Required	12,000.00
	Subtotal	$1,023,819.00
	10% Engr. & Cont.	102,381.90
	Total	$1,126,200.90

Length of Roadway. . . . . 6.956 miles
Cost of Roadway per mile $161,903.52

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 24,000.00	$ 14,000.00	$ 10,000.00
Roadway	$1,126,200.90	697,000.00	429,200.90
	$1,150,200.90	$711,000.00	$439,200.90

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. F-109(6)

BEAVER LOOKOUT-BULLARDS BRIDGE SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon September 11, 1957

Type Code P. E.			
Preliminary Engineering	All Required		$ 24,000.00
Type Code 0010			
Roadway (Station 750+00 to Sta. 1117+29)			
Clearing and Grubbing	All Required		$ 100,000.00
Drainage Excavation, Unclassified	7,500 cu. yds.	$ 3.00	22,500.00
Special Borrow Excavation, Unclassified	36,300 cu. yds.	.50	18,150.00
General Excavation, Unclassified	1,115,400 cu. yds.	.40	446,160.00
Short Overhaul	3,545,000 yd. stas.	.01	35,450.00
Long Overhaul	87,000 C-yd. Stas.	.35	30,450.00
Truck Haul	75,100 yd. mile	.20	15,020.00
Finishing Roadbed and Slopes	6.96 miles	1,000.00	6,960.00
Rounding Cutbanks	40,000 lin. ft.	.20	8,000.00
18-inch Corrugated Metal Pipe	300 lin. ft.	5.00	1,500.00
x 24-inch Corrugated Metal Pipe	570 lin. ft.	7.50	4,275.00
36-inch Asbestos Bonded Corrugated Metal Pipe	550 lin. ft.	16.50	9,075.00
36-inch Asbestos Bonded Corrugated Metal Pipe, 10 Gage	390 lin. ft.	18.50	7,215.00
48-inch Asbestos Bonded Corrugated Metal Pipe, 10 Gage	1,100 lin. ft.	28.00	30,800.00
60-inch Asbestos Bonded Corrugated Metal Pipe	180 lin. ft.	35.00	6,300.00
12-inch Concrete Pipe	680 lin. ft.	2.50	1,700.00
18-inch Concrete Pipe	2,700 lin. ft.	4.50	12,150.00
* 24-inch Concrete Pipe	1,200 lin. ft.	6.00	7,200.00
96-inch Structural Plate Pipe, 10 Gage, (Station 902+42)	All Required		12,000.00
96-inch Structural Plate Pipe, 10 Gage (Sta. 902+57)	All Required		12,500.00
8-inch Perforated Metal Drain Pipe	25,000 lin. ft.	2.50	62,500.00
12-inch Perforated Metal Drain Pipe	8,000 lin. ft.	3.75	30,000.00
Special Backfill in Drains	4,600 cu. yds.	6.00	27,600.00
Coarse Crushed Material in Surfacing	5,300 cu. yds.	4.50	23,850.00
3/4"-0 Material in Surfacing	1,300 cu. yds.	5.00	6,500.00

Sprinkling	250 M-gals.	$3.50	$ 875.00
Type 2 Fence	4,700 Rods	5.50	25,850.00
16' x 48" Metal Gates	20 rods Only	90.00	1,800.00
			$966,380.00
Anticipated Slide Removal	All Required		$100,000.00
Horizontal Drains	All Required		5,000.00
Seed and Mulching Slopes	All Required		12,000.00
	Subtotal		$1,083,380.00
	10% Engr. & Cont.		108,338.00
	Total		$1,191,718.00

Length of Roadway - - - - - - - - - - - - - - - - 6.956 miles
Cost of Roadway per mile- - - - - - - - - - - - - $155,747.55

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 24,000.00	$ 14,000.00	$ 10,000.00
Roadway	1,191,718.00	738,000.00	453,718.00
	$ 1,215,718.00	$ 752,000.00	$463,718.00

Oregon State Highway Department

Federal Aid
Project No. F-109(6)

BEAVER LOOKOUT-BULLARDS BRIDGE SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Sept. 30, 1957

Type Code P.E.
Preliminary Engineering

Preliminary Engineering	All	Required	$	$ 24,000.00

Type Code 0010
Roadway (Sta. 750+00 to Sta. 1117+29)

Clearing and Grubbing	All	Required	$	$100,000.00
Drainage Excavation, Unclassified	7,500	cu.yds.	3.00	22,500.00
Special Borrow Excavation, Unclassified	36,300	cu.yds.	0.50	18,150.00
General Excavation, Unclassified	1,115,400	cu.yds.	0.40	446,160.00
Short Overhaul	3,545,000	yd.sta.	0.01	35,450.00
Long Overhaul	87,000	C-yd.sta.	0.35	30,450.00
Truck Haul	75,100	yd.mi.	0.20	15,020.00
Finishing Roadbed and Slopes	6.96	miles	1,000.00	6,960.00
Rounding Cutbanks	40,000	lin.ft.	0.20	8,000.00
18-inch Corrugated Metal Pipe	300	lin.ft.	5.00	1,500.00
24-inch Corrugated Metal Pipe	880	lin.ft.	7.50	6,600.00
36-inch Asbestos Bonded Corrugated Metal Pipe	550	lin.ft.	16.50	9,075.00
36-inch Asbestos Bonded Corrugated Metal Pipe (10 Gage)	390	lin.ft.	18.50	7,215.00
48-inch Asbestos Bonded Corrugated Metal Pipe (10 Gage)	1,100	lin.ft.	28.00	30,800.00
60-inch Asbestos Bonded Corrugated Metal Pipe	180	lin.ft.	35.00	6,300.00
12-inch Concrete Pipe	680	lin.ft.	2.50	1,700.00
18-inch Concrete Pipe	2,700	lin.ft.	4.50	12,150.00
24-inch Concrete Pipe, Extra Strength	860	lin.ft.	7.00	6,020.00
96-inch Structural Plate Pipe, 10 Gage Station 902+42	All	Required		12,000.00
96-inch Structural Plate Pipe, 10 Gage Station 902+57	All	Required		12,500.00
8-inch Perforated Metal Drain Pipe	25,000	lin.ft.	2.50	62,500.00
12-inch Perforated Metal Drain Pipe	8,000	lin.ft.	3.75	30,000.00
Special Backfill in Drains	4,600	cu.yds.	6.00	27,600.00
Coarse Crushed Material in Surfacing	5,300	cu.yds.	4.50	23,850.00
3/4" - 0 Material in Surfacing	1,300	cu.yds.	5.00	6,500.00
Sprinkling	250	M-gals.	3.50	875.00
Type 2 Fence	4,700	rods	5.50	25,850.00
16' x 48" Metal Gates	20	only	90.00	1,800.00
				$967,525.00
Anticipated Slide Removal	All	Required		100,000.00
Horizontal Drains	All	Required		5,000.00
Seed and Mulch Slopes	All	Required		12,000.00
Subtotal				$1,084,525.00
10% Engr. & Cont.				108,452.50
Total				$1,192,977.50

Length of Roadway . . . . 6.956 Miles
Cost of Roadway Per Mile. $155,747.55

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 24,000.00	$ 14,000.00	$ 10,000.00
Roadway	1,192,977.50	738,000.00	454,977.50
	$1,216,977.50	$752,000.00	$464,977.50

FOR FILING

5077

08-33 February 12, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-109(6), Beaver Lookout-Sollards Bridge Section, Oregon Coast Highway, State Contract No. 3077 - Order for State Force Work-Seeding and Mulching - Estimated Total Cost $11,925.00 - Federal Funds $7,380.

Dear Sir:

We are approving the use of State force as being in the public interest under the provisions of PPM 21-4.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has specialized equipment and trained personnel to perform the work most economically.
3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. POLK
Division Engineer

Original T[illegible]

RECEIVED
FEB 4 - 1958
FOR FILING

5077

February 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 265 covering relocating power and telephone lines on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5077, in connection with Federal Aid Project No. F-109(6).

This work is necessary to clear for construction. The obligation of the state to reimburse the utilities is established by attached copies of letters of the Assistant Counsel. Estimates of the Coos-Curry Electric Cooperative, Pacific Power and Light Company and the West Coast Telephone Company, together with sketches covering their respective revisions, are also included.

Your approval of this order under the provisions of PPM-30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.
DB:er

RECEIVED
DEC 16 1957
FOR FILING

(6)

5077

December 16, 1957

624

Honorable James W. Harrison
Judge of Coos County Court
Courthouse
Coquille, Oregon

Dear Sir:

I have been advised by our County-City Relations Division that you have had some concern over possible damage that might be suffered by your county roads incident to our hauling of base materials over these roads in connection with the construction of the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway.

In this connection, I wish to assure you that, should the county roads show distress as a result of such hauling, we will accept the responsibility for restoring those sections to the same condition that they were in before such hauling was done. On the present job in this area we are only going to place about 12,000 cubic yards of surfacing material in connection with road approaches, frontage roads, et cetera, and it is not foreseen that any particular distress will be suffered by your roads; however, as stated above, we will make restitution for any damage suffered.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. John F. Hagemann

LHY:jc fn

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1957

SUBJECT: Hauling over County Roads
Davis Slough-Bandon Section
Oregon Coast Hwy #9
Coos County

To: Mr. G. S. Paxson ✓
OFFICE

PLEASE RETURN TO
FORREST COOPER

The Coos County Court has heard some talk of the possibility that our contractor or his sub-contractor is planning to haul base material over sections of county roads in connection with the subject named section of the Coast Highway.

The county has recently improved sections of county roads in this area through a bituminous wearing surface and, if these roads are to be used as haul routes, would like written assurance that the state would insure their maintenance during the hauling and restoration to a condition equal to the roads' present condition after the hauling is completed.

Such written assurance would be similar to that given Marion, Polk, and Yamhill Counties during recent construction on state highways.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

NOTED
G. S. PAXSON

RECEIVED
DEC 9 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

FORM 2-30X—50M—11-55—50228

F-109 (6)

5077

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 13, 1957

SUBJECT:

To: F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The sub-contract between C. R. O'Neil and Murray Brothers covering Item No. 1 on the Beaver Lookout-Bullards Bridge Contract, No. 5077, Oregon F-109 (6) is approved and you may so inform the interested parties.

Four copies of the sub-contract are returned for distribution.

Very truly yours,

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

NOTED
FORREST COOPER

RECEIVED
DEC 16 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 16 1957
FOR FILING

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December 12, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-238 covering seeding and mulching on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5077, in connection with Federal Aid Project No. F-109(6).

This was anticipated work under the contract. The contractor is not equipped to do the work, while the state has the necessary special equipment,operated by experienced crews, to do it more economically than by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM-21-6.3 is requested.

The total estimated amount of the order is $11,985 with federal participation of $7,380.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DRP:er
Encls

RECEIVED
DEC 2 1957
FOR FILING

F-109(6)

[illegible]

November 15, 1957

C. R. O'Neil
General Delivery
Myrtle Creek, Oregon

Dear Mr. O'Neil:

The State Highway Commission on October 31, 1957, accepted your proposal for grading on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County for the sum of $906,619.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5077.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
P. M. Stephenson
Pacific Builder & Engineer, Inc.
M . Lowell Richards

NOTED
J. Mc C.

RECEIVED
NOV 22 1957
FOR FILING
OREGON DISTRICT

F-109(6)
5077

08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

November 15, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of this date advising that all rights of entry have been acquired for Oregon Project F-109 (6), Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway, we hereby concur as of this date in award of contract No. 5077 to C R. O'Neil of Myrtle Creek, Oregon, low bidder in the amount of $906,819.00 at the October 3, 1957 bid opening.

Very truly yours,

C. G. POLK
Division Engineer

By:
A. F. Bester
A. F. BESTER
Acting Division Engineer

RECEIVED
NOV 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 18 1957
FOR FILING

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5077

November 15, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Project F-109(6), to C. R. O'Neil of Myrtle Creek, Oregon, on the basis of the bid of $906,819.00 submitted on October 3, 1957.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

FORM E X 80M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1957
FOR FILING

F 1991(a)

6077

October 18, 1957

Commander
13th Coast Guard District
618 Second Ave.
Seattle 4, Washington

U.S. Coast Guard
Telephone Line Adjustment
Beaver Lookout-Bullards Br.
Oregon Coast Highway
Coos County

Attention: W. E. Creedon
Captain, U.S.C.G.

Receipt of your letter of October 15, 1957 re the above named project is hereby acknowledged.

We wish to thank you for your offer to relocate your facilities on this project without cost to the State.

The contract for this project has not been awarded due to right-of-way difficulties, but the bid of C.R. O'Neil, Rt. 2, Box 95, Creswell, Oregon has been accepted and a contract will be awarded as soon as the right-of-way difficulties are cleared. Authority to start work on certain portions of the project has been given. The clearing and grubbing on the project will be done under a subcontract to Murray Bros., Box 65, Lyons, Oregon. Work is expected to begin on the clearing and grubbing during the week begining October 21, 1957.

Tom Edwards
Construction Engineer

By CBaker

Curtis H. Baker
Utilities Liaison Engineer

CHB:am

cc: Forrest Cooper ✓
J. W. DeSousa
Frank Morgan
John Gunter

NOTED
FORREST COOPER

RECEIVED
OCT 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

15 October 1957
N28/N1-1/13002

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

Receipt of your letters dated 3 October 1957 and 9 October 1957 and sheets numbered 1 through 16 of your Beaver Lookout-Bullards Bridge construction Project F-109(6) is hereby acknowledged.

Please be advised that the Coast Guard telephone plant will be relocated so as not to interfere with the above project and at no expense to the State of Oregon. However, to facilitate the planning for rerouting the Coast Guard plant, it is requested this office be advised of the approximate starting date for clearing and grubbing of Project F-109(6).

Sincerely yours,

W. E. CREEDON
Captain, U. S. Coast Guard
Chief, Engineering Division
By direction of the District Commander

RECEIVED
OCT 16 1957
SALEM
STATE [illegible]

RECEIVED
OCT 25 1957
FOR FILING

FORM E-30X—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 18, 1957
Salem Office

SUBJECT: Pacific Power & Light Company
Power Line Adjustment
Beaver Lookout-Bullards Br.
Oregon Coast Highway
Coos County

To: Mr. L. H. Young
Assistant Construction Engineer
Office

I am in receipt of a letter from Mr. A. H. Prael, Right of Way Agent for Pacific Power & Light Company, reading as follows:

> "We received your letter of October 9, 1957, relating to Pacific Power & Light Company's power line adjustments along the Beaver Lookout-Bullards Bridge section of the Oregon Coast Highway in Coos County.
>
> "Your letter has been referred to our Engineering Department for further action."

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. Dean Swift
Mr. John Gunter

NOTED
FORREST COOPER

RECEIVED
OCT 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 7½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 9, 1957

Coos-Curry Electric Cooperative, Inc.
P.O. Box 456
Coquille, Oregon

Re: Coos-Curry Electric Co-op
Power Line Adjustment
Beaver Lookout-Bullards Bridge
Oregon Coast Highway
Coos County

Gentlemen:

Bids on the above titled project were received on October 3, 1957, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

These adjustments involve work on lines crossing the new highway near Stations 956+50 and 1002+80. It is requested that you proceed with the work as promptly as may be possible.

In view of the fact that these facilities are located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the rearrangement work, exclusive of any improvements in the value of your facilities not made necessary by the moving work, with deductions for salvage and depreciation.

In order that we may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. John Gunter, Resident Engineer, Box 496, North Bend, Oregon, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your final billing for the work also should be submitted to Mr. Gunter.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper
Mr. Dean Swift
Mr. John Gunter

RECEIVED
OCT 9 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 1½M 10-36

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
OCT 10 1957
FOR FILING

October 9, 1957

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Re: Pacific Power and Light Company
Power Line Adjustment
Beaver Lookout-Bullards Br.
Oregon Coast Highway
Coos County

Gentlemen:

Bids on the above titled project were received on October 3, 1957, and it appears that power lines owned by you must be adjusted in order to accommodate the highway construction.

This adjustment involves the revision of a crossing near Highway Engineer's Station 1066+40. This crossing is located on county road right of way, and it will be your obligation to make the adjustment without reimbursement.

In addition, there is a crossing near Station 1109+30 which will involve the moving of one service pole. This existing pole is on private property and it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the rearrangement work at this location, exclusive of any improvements in the nature of your facility not made necessary by the rearrangement thereof, and with credit for proper salvage value derived from your existing facility.

With respect to this work and in order that the Highway Commission may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. John Gunter, Resident Engineer, Box 496, North Bend, Oregon, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your final billing for the work also should be submitted to Mr. Gunter.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

RECEIVED
OCT 9 1957
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. Dean Swift
Mr. John Gunter

FORM E-122X 37½M 10-55

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
OCT [illegible] 1957
FOR FILING

F 109 (6)

5077

October 9, 1957

West Coast Telephone Company
354 South Fourth
Coos Bay, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Beaver Lookout-Bullards Bridge
Oregon Coast Highway
Coos County

Gentlemen:

Bids on the above titled project were received on October 3, 1957, and it appears that certain of your telephone lines must be adjusted in order to accommodate the highway construction. The work to be done has been given to me as follows:

> A crossing near Station 956+50 must be adjusted. The facility at this crossing is a contact on a Coos-Curry Electric Co-op pole, which is on private property.
>
> Crossings near Stations 1001+85, 1025+25 and 1066+00 must be adjusted. The facility at these crossings consists of contacts on U. S. Coast Guard poles, which are on county road right of way.
>
> The line between Stations 1107 and 1117 must be moved. This line consists of 4 poles, 2 of which are on county road right of way, the other 2 on private property without formal easement.

As to the work involving facilities which are located on public highway rights of way, it will be your obligation to make the necessary adjustments without reimbursement. The Highway Commission will reimburse you for relocating your facilities which are located on private property, exclusive of any improvements in the value of your facilities not made necessary by the moving work, with deductions for salvage and depreciation.

With respect to the items located on private property and in order that we may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. John Gunter, Box 496, North Bend, Oregon, resident engineer on the project, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your final billing for the work also should be submitted to Mr. Gunter.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. Dean Swift
Mr. John Gunter

RECEIVED
OCT 9 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1957
FOR FILING
F 109 (6)
5-77

FORM E-125X

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 9, 1957

Commander, 13th Coast Guard District
U. S. Coast Guard
618 Second Avenue
Seattle 4, Washington

Re: U. S. Coast Guard
Telephone Line Adjustment
Beaver Lookout-Bullards Bridge
Oregon Coast Highway
Coos County

Dear Sir:

Bids on the above titled project were received on October 3, 1957, and it appears that a telephone line owned by you must be adjusted in order to accommodate the highway construction.

This adjustment involves the revision of crossings near Highway Engineer's Stations 1001+85, 1025+25, and 1066+00. These crossings are located on county road right of way by agreement, and it will be your obligation to make the adjustments without reimbursement.

In addition, there is a crossing near Station 1105+80 which will involve the moving of one pole. This existing pole is on private property, and it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the rearrangement work at this location, exclusive of any improvements in the nature of your facility not made necessary by the rearrangement thereof, and with credit for proper salvage value derived from your existing facility.

With respect to this work and in order that the Highway Commission may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. John Gunter, Resident Engineer, Box 496, North Bend, Oregon, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your billing for the work also should be submitted to Mr. Gunter.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. N. Young
Mr. Forrest Cooper ✓
Mr. Dean Swift
Mr. John Gunter

NOTED
FORREST COOPER

RECEIVED
OCT 9 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 10 1957
FOR FILING

F-109(6)

237

MISC. CONTRACTS and
AGREEMENTS No. 1903

Salem, Oregon
October 7, 1957

Throughway Agreement, Coos County
Beaver Lookout-Bullards Bridge Section
Oregon Coast Highway

Mr. C. G. Swenson
City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached hereto is a conformed copy of a throughway agreement with Coos County covering the Beaver Lookout-Bullards Bridge Section of the Oregon Coast Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Coos County.

Secretary

rm
Attach: 1

FORM 830—80M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 30, 1957

SUBJECT: Throughway Agreement, Coos County:
Beaver Lookout-Bullards Bridge Section
Oregon Coast Highway

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject named project. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Sept. 30, 1957

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids to be received. 10-3-57
Secretary

RECEIVED
AUG 15 1957
FOR FILING
F-107(6)
5077

Salem, Oregon
August 12, 1957

Erosion Control
Beaver Lookout-Bullards Bridge Unit
Davis Slough-Bandon Section
Oregon Coast Highway

Mr. Virgil O'Neil
Assistant Office Engineer
Building

The Division Engineer's estimate for erosion control work on the subject project was $7500. Please increase the project authorization to a total of $11,725 based on the following estimates:

Total cut slopes — 28 acres
Total fill slopes — 21 acres

Mulching with straw — 49 acres @ $150/acre	$ 7,350
Spraying oil on mulch — 28 acres @ $25/acre ...	700
Seeding — 49 acres @ $50/acre	2,450
Refertilization — 49 acres @ $25/acre	1,225
Total	$11,725

It is anticipated that the work will be accomplished by state forces under the supervision of the Landscape Engineer, using mechanized seeding and mulching equipment.

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards
Mr. M. H. Astrup

EC

LAST MONTH

1957			June			1957
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23 30	24	25	26	27	28	29

1957			JULY			1957
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NEXT MONTH

1957			August			1957
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

From Mark Astrup

Cooper:

Nicola contacted Marrill re his estimates. He remembered a figure of 30 acres x $250 = $7500. He did not include cost estimate of tieing down mulch or refertilization. An accurate computation of cut & fill slope areas shows a total of 49 acres. Hence the additional request.

12 Aug

DIVISION OF
Woonsocket Color & Chemical Co.

THE "BLUE CHIP" OF UREA-FORM
NITRO-FORM
AGRICULTURAL CHEMICALS

WOONSOCKET
RHODE ISLAND

3-3422 Milwaukie Maintenance Bldg. 1957
at 9200 S.E. McLoughlin Blvd.
#5078

RECEIVED
JUL [illegible] 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 18, 1958

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)
5078	6 Final	Lorentz Bruun Company
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
15756	H217444	$4,044.37 7-18-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 140 workdays from Dec. 19, 1957

Time Extensions: None

Completion Date: June 13, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: July 21, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

JUL 21 1958

NOTED ON CARD

RECEIVED
JUL 11 1958
FOR FILING

3-3422

5-78

July 11, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5078 for Milwaukie Maintenance Building in Clackamas County was completed by the contractor, Lorentz Bruun Company, on June 13, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $4,044.37 will be released to the contractor on or after July 21, 1958. The total contract amount is $43,754.74, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Jewett, Barton, Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
DEC 9 1957
FOR FILING

December 9, 1957

Lorentz Bruun Company
3636 S. E. 20th Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5078 for construction of Milwaukie Maintenance Building on McLoughlin Boulevard in Clackamas County.

This award was based on your bid of $43,152 which was the low bid submitted to the Commission the 5th of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage
P. M. Stephenson

RECEIVED
SEP 10 1957
FOR FILING
33422

September 9, 1957

Oregon State Highway Commission

Gentlemen:

In the budget approved for 1957, the preparation of which started in July 1956, we included $[illegible],000 to construct an equipment storage headquarters for a maintenance crew to be located near the Banfield Expressway and [illegible] Avenue. At the location selected (which we own) we were unable to obtain the approval of the City of Portland for a change from Zone 1 to Zone 3, commercial. To date, we have been unable to select a suitable site under $[illegible],000; therefore, until a satisfactory site can be acquired, we propose to rent headquarters in Parkrose throughout the following winter season.

We also included in our budget the sum of $[illegible],000 to construct an equipment storage headquarters at Milwaukie and a wash and grease rack estimated to cost $[illegible],000.

Subsequent developments in the planning of an office building to house the State Police at Milwaukie and to provide storage for some 50 pieces of automotive equipment operating from the division headquarters have resulted in some expansion over our original plans as to the storage-space requirements for the various crews operating from this headquarters.

Our present space is entirely inadequate for the various crews, consisting of a section maintenance crew, a small extra gang crew, a landscape maintenance crew, a bridge repair crew, two sign crews, three electrical crews, and one striping crew. To fit the requirements, we have tentative plans to construct a building to house these various crews at the easterly end of the property, [illegible] feet in width by [illegible] feet in length, which we estimate will cost $[illegible],000. To finance the building, we propose to utilize the above-mentioned funds which total $54,000. The additional $[illegible],000 can be taken from the same budget allocated for miscellaneous improvements at existing stations.

Your approval for the transfer of the above funds to finance the larger building is hereby recommended.

Very truly yours,

W. C. Williams
State Highway Engineer

WWS:er hi

cc Mr. W. W. Stiffler
Mr. C. H. Maison

FORM 230—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 28, 1957

SUBJECT: Proposed Maintenance Building
Milwaukie Div. Office Grounds

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer

Herewith vicinity map of Milwaukie Division office grounds, showing the proposed location of a Maintenance Building to be built on the East edge of the lot facing West. The proposed building will provide three shop units as headquarters for the landscape and section crew, the bridge crew and for the sign, signal and traffic line crews. Mr. Widdows has 6 crews at the headquarters. At present, sign, signal and traffic line crews are housed in the open ~~shop~~ building, but the rest of crews (including soils crew), their equipment, their storage and headquarters are all crowded into the two storage buildings East of the Division Office. Portions of these buildings have been converted to other use. "Radio Repair" has taken the 2 South bays of the storage building and "Car Service and Repair" has taken the 4 North bays of the Maintenance building. It is proposed to move all maintenance crews from these two buildings (except Radio Repair and Car Service and Repair) and utilize the space for Engineer and State Police car storage. This will relieve much of the congestion and confusion now experienced and reduce the delay in gas service, etc.

The budget included $28,000, $22,000 and $4,000 for Maintenance buildings at Milwaukie and Northeast Portland and for a wash and grease rack at Milwaukie; but due to the difficulty experienced in obtaining satisfactory building sites at N. E. Portland and in Tigard vicinity, it appears that buildings cannot be constructed at either of these locations this year. We are renting quarters and will plan to organize the two new section crews and permit them to operate from rented headquarters until we determine the most advantageous location for permanent headquarters and are able to acquire sites and construct buildings.

The cost of the proposed new building is estimated as follows: 346'x32' = 11072 sq. ft. Due to the size of the building we believe we can expect a cost of $4.50 per square foot which equals $49,824. Adding 12½% for engineering will bring the total amount to $56,000. The budget item for the 3 buildings mentioned above was $54,000. There will be some additional funds available from the $60,000 budget item for improvements at existing maintenance stations if needed to cover.

The proposed building should be standard masonry block with aluminum roof and uplift doors, concrete aprons for all bays and concrete floors for the 3 shop units which should also have lights, power outlets, flue, cupboards, and plumbing. Mr. Skelton is obtaining elevations to show floor elevation and the location of water main, sewer, and power lines.

We recommend bids be called at the next Commission meeting, if possible.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:ieb
Encls.

FORM 530 — 50M — 8-57 — [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1957

SUBJECT:

To:

F. A. Collier
Maintenance Engineer
DEPARTMENT

I have heard it rumored that there is going to be some expansion at our Portland yard, and I would like to request additional warehouse facilities for the Sign, Electrical and Striping crews in that area.

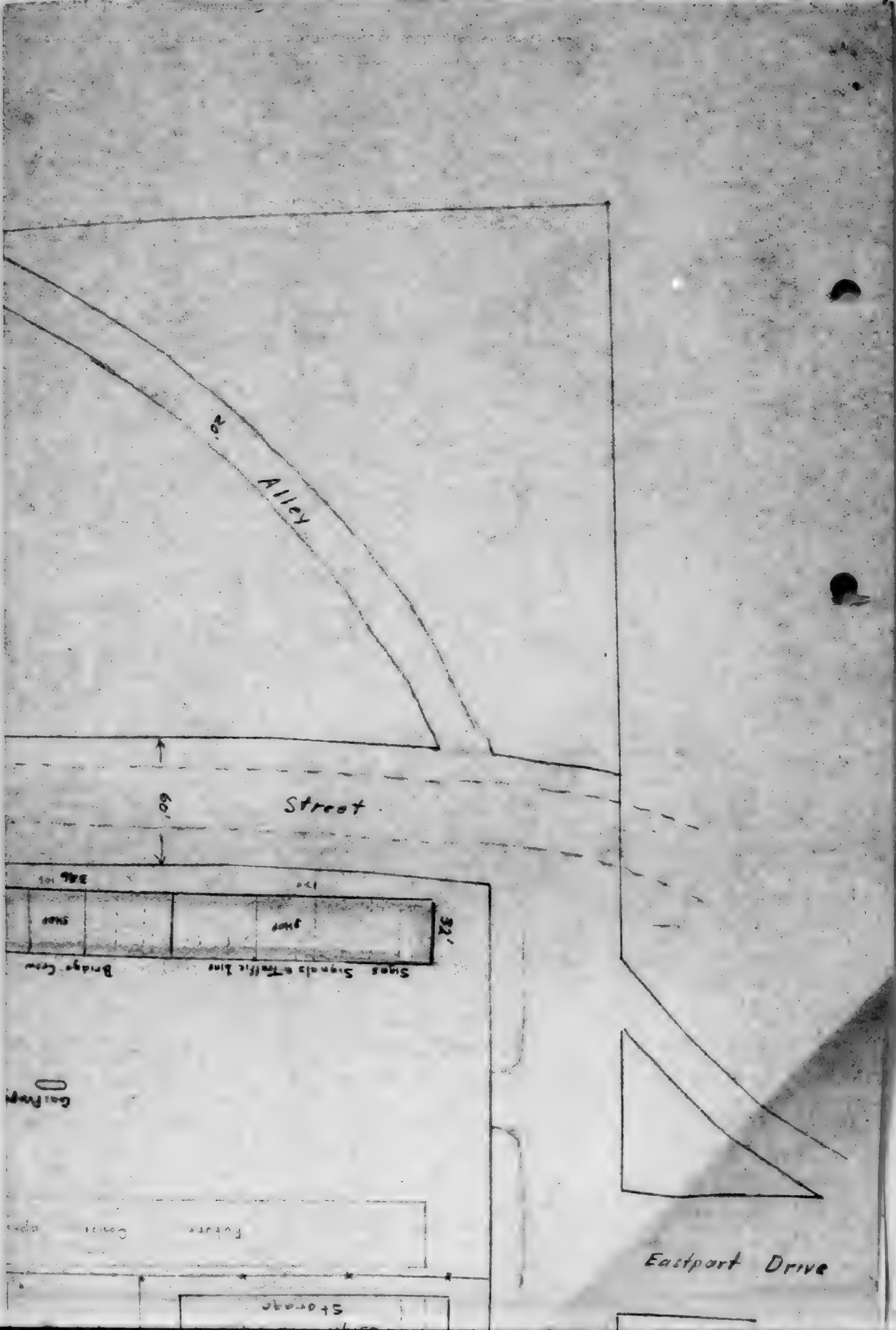
2 3 1

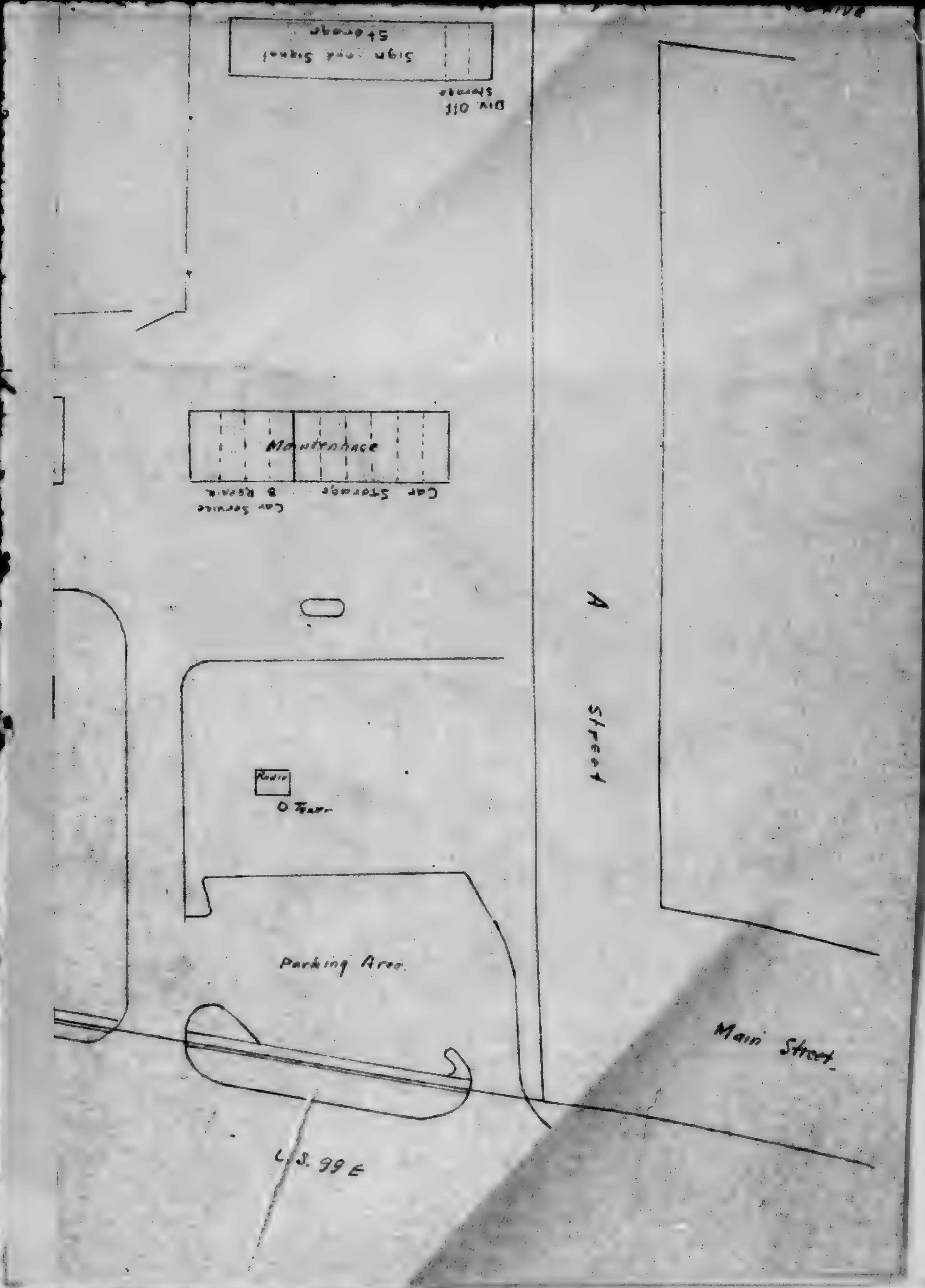
We have 6 crews permanently located in this area, and at the present time they only have 2800 square feet of building space and most of this is open bay storage.

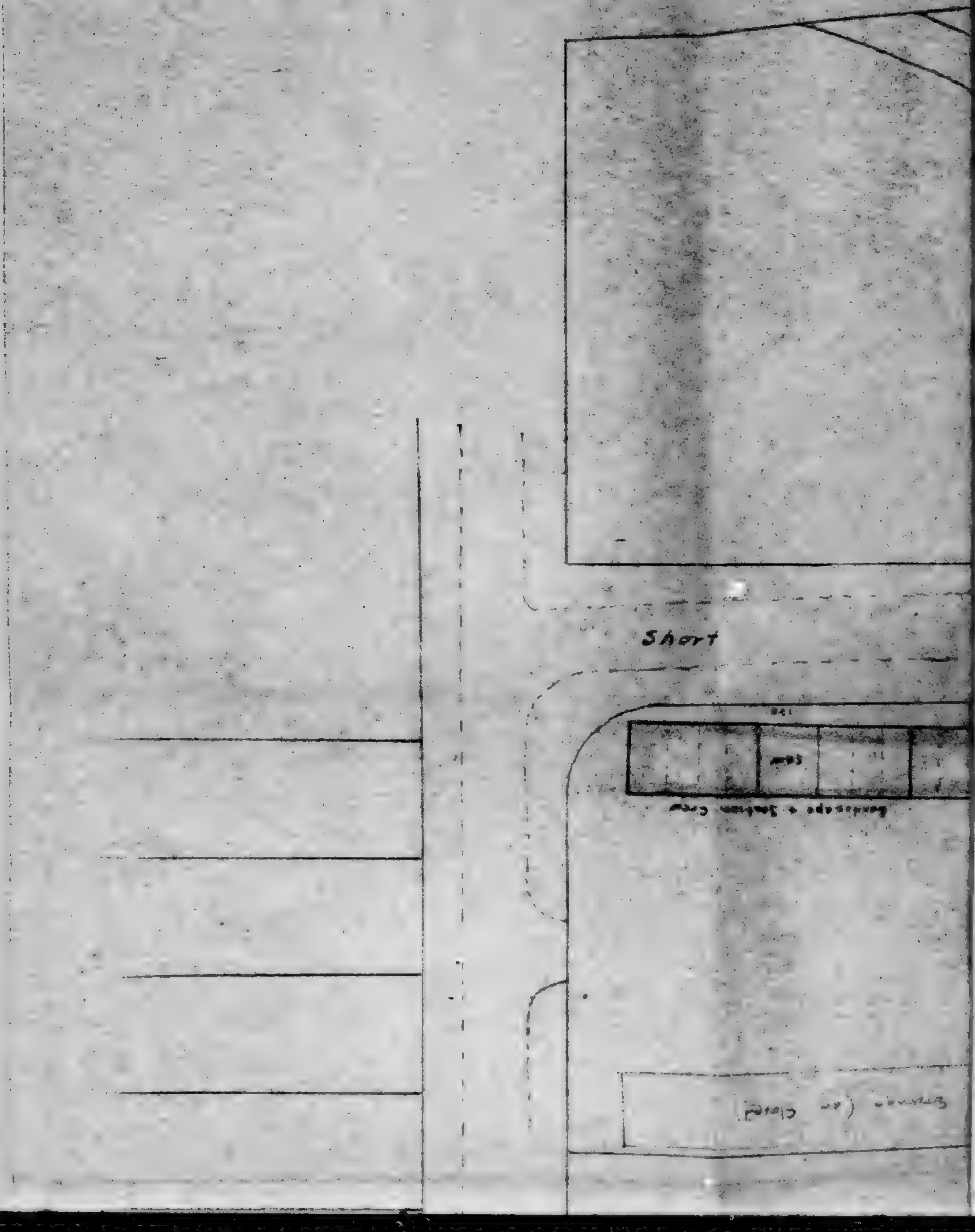
We need at least twice as much area and I would appreciate it if it was taken into consideration when future expansion is made.

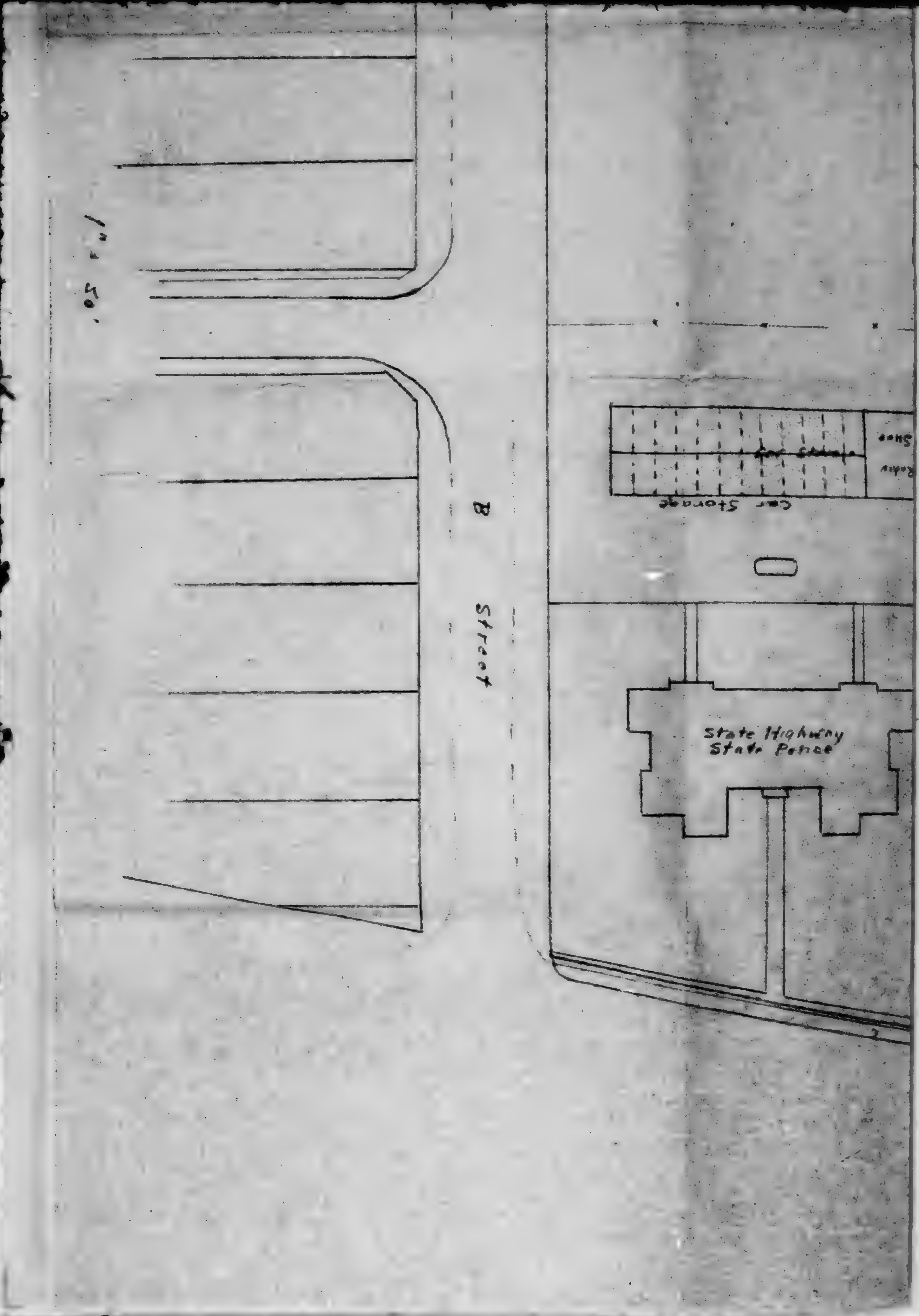
W. O. WIDDOWS
Assistant Maintenance Engineer

WOW:mk


20'
Alley
60'
Street
32'
Shop
Shop
Signs Signals & Traffic Line
Bridge Crew
Gas Pump
Future Const
Storage
Eastport Drive


Sign and Signal Storage
Div Off Storage
Maintenance
Car Storage
Car Service & Repair
A Street
Radio
O Tower
Parking Area
Main Street
U.S. 99E


Short
Landscape & Section Crew
Saw
130
[illegible] (or Closed)


1" = 50'
B Street
Car Storage
Car Storage
Radio Shop
State Highway
State Police

RECEIVED
JUN 7 1957
FOR FILING

FORM [illegible]

3-34-2

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1957

SUBJECT: Proposed site location -
Maintenance Station

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Please note attached map showing intersection of 82nd, Halsey Street and Banfield. The plot in red is the Berke property. The site shown in blue (Block 54) was appraised at $20,000; however, half of the area shown in blue would be as large as Berke property. The Easterly half of Block 54 is in Industrial Zone 3; the Westerly half in residential, so that a Zone change would be required. We own lots 1,2,33,34,35 and utilize a part of them for piling rock under the Halsey Street Overcrossing.

The Easterly end of Block 4 is State owned. It is at the foot of the ramp leading from 82nd to Halsey. It might be possible to purchase part of Block 3 and close some of 84th Street and some of N. E. Weidler Street.

The disadvantage would be difficulty of turning on to or off Halsey Street ramp. There is a little scattered residential improvement in Blocks 3, 5, 6, 7 & 8, but it might be possible to locate a 200 x 200 or 200 x 300' parcel that would serve our purpose.

We recommend the attached survey order be issued authorizing a study of the ownerships involved in this area. Some of this area appears low and a survey should be made of drainage outlets to determine if filling would actually be necessary.

ok

forwarded to
Tom Edwards 6-7-57

I. A. DeFrance
Assistant Maintenance Engineer

IAD:hl
Enclosures

NOTED
W. W. STIFFLER

FAP-156(7) Alder Cr. Br. Sec. of the 1957
Mt. Hood Loop Hwy.
#5079

5

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 27, 1959

FAP-156(7)
(CONTRACT NO.)

5079	(EST. NO.)	(CONTRACTOR)
(VOUCHER NO.)	11 Final	Rogers Construction Co.
	(WARRANT NO.)	(AMOUNT) (DATE)
1460	H234379	$ 9,374.08 1-26-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 160 workdays from Dec. 19, 1957

Time Extensions: None

Completion Date: Nov. 10, 1958

Date Accepted: Dec. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Jan. 27, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: JAN 27 1959

NOTED ON CARD

RECEIVED
JAN 16 1959
FOR FILING

FAP-156(2)

5079

Jan. 15, 1959

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
160 Pine St.
San Francisco 11, Calif.

Attn.: Mr. Sheridan J. McCarthy

Gentlemen:

State Highway Contract No. 5079, for structure, grading and paving on the Alder Creek Bridge Section of the Mount Hood Loop Highway in Clackamas County was completed by the contractor, Rogers Construction Company, on Nov. 10, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $9,374.08 will be released to the contractor on or after Jan. 26, 1959. The total contract amount is $124,526.75, of which amount $1,580.44 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1-

A

FAP 56(7)
5079

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 14, 1958

Section Alder Creek Bridge Sect.
Kind of work Grading, Paving & Bridge
Highway Mt. Hood County Clackamas
Section prefix 3-1070
Contractor Rogers Construction Co.
Contract number 5079
Date of contract December 5, 1957
Specified work days 160
Date work started January 15, 1958
Work days used Charged by Bridge Engineer
Project authorization . . . . . $ 136,649.23
Exclusive of engineering . . . . . $ 126,931.97
Per cent of time elapsed %
Estimated cost of completed project, exclusive of engineering . . (Rd.Portion $54,086) . . $ 56,500
Estimated per cent overrun or ~~underrun~~ . . . . " " " . . . 4.5 %
Per cent of contract completed, based on total contract price . . " " " . . . 100 %
Engineering authorization . . . . $ 9,717 (4,413) " " "
Engineering cost to date $ 4,450, 100% %
Date project was completed November 10, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

FINAL ROAD WAY REPORT

On Monday the contractor spread two loads of shoulder rock and blade the shoulders as I had requested.

The project was inspected by Mr. Skelton on Monday afternoon and accepted and considered completed.

CONSTRUCTION DIVISION
RECEIVED
NOV 17 1958
NOTED-- ☐ ☐ B ☐ ☐
CE ACE ACE COE

Noted
W. N. Juve

NOTED

Signed
Address Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.22	0.22			0.22
Miles partially completed					
Miles completed	0.22	0.22			0.22
Total estimated quantities (contract)	16,000	6,800			1,480
Total quantities corrected to date	18,154	7,636			1,478
Estimated quantities moved or placed to date	18,154	7,636			1,478
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

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MAY [illegible] 1958
FOR FILING

G. S. Paxson

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FAP 126 [illegible]
5079

May 7,1958

Mr. Edgar L. Martin
Attorney at Law
Box 41
Sandy, Oregon

RE: Hydroelectric plant under
Alder Creek Bridge now
under contract
Contract No. 5079

Dear Mr. Martin:

In reply to your letter of April 16, 1958, please be advised as follows:

I have been informed that the facility owned by your client, Forrest S. Byrne, is located on a portion of our right of way and that a search of our records indicates that he has no permit, as required by law, from the Oregon State Highway Commission allowing him to use State Highway right of way for that purpose.

In 1937, Mrs. Rose Marie Moody made application to construct a flume in that area, and was issued a permit in August of 1937 but the same expired in August of 1942 and no application for its renewal was ever filed.

We wish to inform you that we will request the contractor to take reasonable precautions to protect your client's property even though the facility is on our property without any legal right but we must deny any claim that might be made for any damages to said facility.

It is my understanding that no damage has been done to the facility and none is expected. I might suggest, however, that your client should either immediately remove his facility from the right of way or apply for a proper permit.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:mmb
cc: G. S. Paxson ✓
W. C. Williams
F. W. Farrar

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MAY 8 1958
NOTED
G. S. PAXSON

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APR 21 1958
FOR FILING

FAP-13[illegible](7)

5079

Salem, Oregon
April 18, 1958

Hydroelectric plant under
Alder Creek Bridge now
under contract (Cont. 5079)

Mr. Leonard I. Lindas

Herewith copy of a letter from an attorney by the name of Edgar L. Martin in Sandy, concerning a small hydroelectric plant, a portion of which is under our Alder Creek Bridge now under contract. Our contract provides that the contractor take every reasonable precaution to guard against damage to this plant. From the present field reports I do not believe that any damage has so far occurred.

Our records do not show that this facility has any legal right on our highway right of way. There was a permit issued to Rose Marie Moody on August 11, 1937, but this permit expired on August 11, 1942, and was not renewed. The permit was for a flume. I understand that there is now a small concrete dam directly under the bridge and that a pipe line extends from this dam to the hydroelectric plant. We have purchased additional right of way from the same property owner in connection with the current project and I understand that the pipe line leads across this new right of way and was in place when we purchased the right of way. There is nothing in our deed that mentions the pipe line.

The reference to Project License No. 96 is to a permit from the State Engineer to use water in Alder Creek in generating power. This permit is to Rose Marie Moody and expires soon but she has made application to the State Engineer for renewal of the license. This license, of course, would not grant her any permission to go upon property owned by others.

I understand that Mr. Byrne purchased the property from Mrs. Moody on a contract basis and that he is behind in his payments. According to Mrs. Moody he is trying to get out of the deal.

While I do not anticipate that we will do any damage to the plant, something might happen during the course of construction and I would suggest that you answer Mr. Martin's letter and set him straight on any legal standing that they have for the construction on our right of way.

GSP:gm
Attach. cc Mr. W. C. Williams

G. S. Paxson

Phone
MUTUAL 7-3371

RESIDENCE PHONE
HOOD-LAND 393

EDGAR L. MARTIN
ATTORNEY AT LAW
BOX 41
SANDY, OREGON

April 16, 1958

State Highway Commission
Salem, Oregon

Gentlemen:

Mr. Forrest S. Byrne has consulted with me concerning certain improvements being made at Alder Creek on U. S. Highway 26. Mr. Byrne is the owner and operator of the Alder Creek Cafe on the western bank of Alder Creek where he has maintained a hydroelectric plant for the generation of electric energy necessary to the conduct of his business.

Mr. Byrne complains that at the present time the employees of the Highway Commission are in the process of destroying this hydroelectric plant.

The purpose of this letter is to call the situation to your attention in the hope that something can be done to preserve this hydroelectric plant and to restore it to its previously operating condition. Mr. Byrne says that he is suffering irreparable damage to his business unless and until his hydroelectric plant can be placed and maintained in an operable condition.

The above mentioned power plant has heretofore been identified as Project License No. 96.

Yours very truly,

Edgar L. Martin

Edgar L. Martin

ELM:gac

[illegible]

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APR 17 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

Contract 5079

Monthly ~~Transaction~~ No. 2-39	For -2 (5-28-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e **Oregon**
Project Report No. 7 [illegible]	**FEDERAL-AID PROJECT AGREEMENT**	County **Clackamas**
		Project No. **F-156(7)**

5079 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Alder Creek Bridge on the Mt. Hood Highway (US-26), approx. 8 miles east of the City of Sandy.

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	11/19/57	-
Rights-of-Way		
Construction	11/20/57	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 137,612.00	Federal funds $ 85,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

Date executed by Division Engineer **February 17, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Alder Creek Bridge Section
Mt Hood Highway
Clackamas County

NATURE OF WORK:

Grade, Pave & Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5079 5079 Rogers Construction Co. 12-5-57

DATE OF COMPLETION: 160 Workdays from 12-19-57

REMARKS:

Oregon State Highway Department

Federal Aid
Project No. F-156(7)

ALDER CREEK BRIDGE SECTION OF THE MT. HOOD HIGHWAY IN CLACKAMAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 31, 1957

Type Code P. E.

Preliminary Engineering	All Required		$ 4,000.00

Type Code 6201
Roadway (Sta. 448+00 to Sta. 454+20)
(Contract No. 5079)

Clearing and Grubbing	All Required	$	$ 4,000.00
Drainage Excavation, Unclassified	130 cu. yds.	3.50	455.00
General Excavation, Unclassified	16,000 cu. yds.	0.50	8,000.00
12-inch Concrete Pipe	60 lin. ft.	2.00	120.00
18-inch Concrete Pipe	66 lin. ft.	4.00	264.00
36-inch Concrete Pipe	110 lin. ft.	8.00	880.00
Metal Guard Rail	125 lin. ft.	4.00	500.00
Metal Sight Posts	8 only	4.00	32.00
Coarse Crushed Material in Base	6,200 cu. yds.	3.50	21,700.00
3/4" - 0 Material in Base	660 cu. yds.	3.50	2,310.00
Sprinkling	250 M-gals.	3.00	750.00
Preparation of Base	All Required		1,200.00
3/4" - 0 Material in Binder Course	65 cu. yds.	7.00	455.00
RC-3 Asphalt	12 tons	70.00	840.00
Class "B" Asphaltic Concrete	1,480 tons	8.50	12,580.00
			$54,086.00
Flagging (57½% of Contractor's Costs)	All Required		500.00
Move Water Pipes	All Required		500.00
Rounding Cutbanks	All Required		80.00
	Subtotal		$55,166.00
	10% Engr. and Cont.		5,516.60
	Total		$60,682.60

Type Code 3021
Alder Creek Bridge (Sta. 452+50 to Sta. 454+20)
(Contract No. 3079)

Remove Old Bridge and Maintenance of Traffic	All	Required	$	$ 5,000.00
Structural Excavation	180	cu. yds.	10.00	1,800.00
Furnish Steel Piling	400	lin. ft.	5.00	2,000.00
Drive Steel Piles	16	only	100.00	1,600.00
Class "A" Concrete	560	cu. yds.	65.00	36,400.00
Metal Reinforcement	162,500	lbs.	0.12	19,500.00
		Subtotal		$66,300.00
		10% Engr. & Cont.		6,630.00
		Total		$72,930.00

Length of Roadway . . . . 0.089 mile
Length of Structure . . . . 0.032 mile
Total Length . . . . 0.121 mile
Cost of Roadway Per Mile $681,826.96

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 4,000.00	$ 2,400.00	$ 1,600.00
Roadway	60,682.60	37,500.00	23,182.60
Structure	72,930.00	45,100.00	27,830.00
	$137,612.60	$85,000.00	$52,612.60

State Funds for Const.: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 529, laws 1939.

State Funds for Maint.: Chapter 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-156(7)

ALDER CREEK BRIDGE SECTION OF THE MT. HOOD HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon November 15, 1957

Type Code P.E.

Preliminary Engineering	All Required		$ 4,000.00

Type Code 6201
Roadway (Sta. 448+00 to Sta. 454+20)

Clearing and Grubbing	All Required		2,000.00
Drainage Excavation, Unclassified	130 cu. yds.	$3.00	390.00
General Excavation, Unclassified	12,900 cu. yds.	.55	7,095.00
12-inch Concrete Pipe	60 lin. ft.	2.50	150.00
18-inch Concrete Pipe	66 lin. ft.	4.50	297.00
36-inch Concrete Pipe	110 lin. ft.	7.50	825.00
Metal Guard Rail	125 lin. ft.	3.00	375.00
Metal Sight Posts	8 only	3.00	24.00
Coarse Crushed Material in Base	6,200 cu. yds.	2.25	13,950.00
3/4" - 0 Material in Base	660 cu. yds.	2.50	1,650.00
Sprinkling	250 M-gals.	3.00	750.00
Preparation of Base	All Required		100.00
3/4" - 0 Material in Binder Course	65 cu. yds.	4.00	260.00
RC-3 Asphalt	12 tons	75.00	900.00
Class "B" Asphaltic Concrete	1,480 tons	9.00	13,320.00
			$42,086.00
Flagging (57½% of Contractor's Costs)	All Required		250.00
Move Water Pipes	All Required		500.00
	Subtotal		$42,836.00
	10% Engr. & Cont.		4,283.60
	Total		$47,119.60

Type Code X021
Alder Creek Bridge (Sta. 452+50 to Sta. 454+20)

Remove old bridge and Maintenance of Traffic	All Required		$ 7,500.00
Structural Excavation	180 cu. yds.	8.00	1,440.00
Furnish Steel Piling	400 lin. ft.	5.00	2,000.00
Drive Steel Piles	16 only	80.00	1,280.00
Class "A" Concrete	560 cu. yds.	70.00	39,200.00
Metal Reinforcement	162,500 lbs.	.13	21,125.00

Subtotal	$ 72,545.00
10% Engr. & Cont.	7,254.50
Total	$ 79,799.50

Length of Roadway.	0.089 mile
Length of Structure.	0.032 mile
Total Length	0.121 mile
Cost of Roadway Per Mile	$896,623.59

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 4,000.00	$ 2,400.00	$ 1,600.00
Roadway	47,119.60	29,100.00	18,019.60
Structure	79,799.50	49,400.00	30,399.50
	$130,919.10	$ 80,900.00	$ 50,019.10

Length of Roadway	0.89 mile
Length of Structure	0.032 mile
Total Length	0.121 mile
Cost of Roadway per mile	$590,428.08

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 4,000.00	$ 2,400.00	$ 1,600.00
Roadway	52,548.10	32,500.00	20,048.10
Structure	79,799.50	49,400.00	30,399.50
	$136,347.60	$84,300.00	$52,047.60

RECEIVED
DEC 9 1957
FOR FILING
FAP 156(7)
[illegible]

December 9, 1957

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5079 for bridge construction on the Alder Creek Bridge Section of the Mt. Hood Highway in Clackamas County.

This award was based on your bid of $120,386 which was the low bid submitted to the Commission the 5th of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage
P. M. Stephenson

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DEC 5 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FAP-156(7)

5079

December 3, 1957

Hoodland Telephone Company
Brightwood, Oregon

Re: Hoodland Telephone Company
Telephone Line Adjustment
Alder Creek Bridge Section
Mt. Hood Highway
Clackamas County

Gentlemen:

Bids on the above titled project will be received on December 5, 1957, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of approximately 8 contacts on poles of The Pacific Telephone & Telegraph Company between Highway Engineer's Stations 448 and 460.

In view of the fact that The Pacific Telephone & Telegraph Company poles are on State highway right of way, it will be your obligation to make the necessary adjustments without reimbursement. It is requested that you proceed with the work as promptly as possible.

Further details may be secured from Mr. Warren E. Mueller, 703 Deskins Street, Newberg, Resident Bridge Engineer, or Mr. Willard Scofield, Box 4699, Portland 2, who is resident engineer on the road construction project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:kN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. A. G. Skelton
Mr. Warren E. Mueller
Mr. Willard Scofield
Mr. F. W. Farrar

RECEIVED
DEC 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 5 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FAP-156(7)

5079

December 3, 1957

The Pacific Telephone & Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone and Telegraph Co.
Telephone Line Adjustment
Alder Creek Bridge Section
Mt. Hood Highway
Clackamas County

Gentlemen:

Bids on the above titled project will be received on December 5, 1957, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction. This adjustment involves the moving of approximately 8 poles between Highway Engineer's Stations 448 and 460.

It appears that these facilities are located on State highway right of way on the southerly side thereof, although we have no record of any permit for their installation. It, therefore, will be your obligation to make the necessary adjustments without reimbursement. It is requested that you proceed with the work as promptly as possible.

These poles also have contacts with lines owned by the Hoodland Telephone Company, Brightwood, and a separate communication has been written to that company relative to the rearrangement of these contacts.

Further information may be secured from Mr. Warren E. Mueller, 703 Deskins Street, Newberg, Resident Bridge Engineer, or Mr. Willard Scofield, Box 4699, Portland 2, who is resident engineer on the road construction project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

RECEIVED
DEC 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
cc: Mr. L. H. Young ✓
Mr. Forrest Cooper
Mr. A. G. Skelton
Mr. Warren E. Mueller
Mr. Willard Scofield
Mr. F. W. Farrar

4-8313 Necanicum Rock Prod. Proj. 1957
south and east of Seaside
#5080

Mr. Williams

A

NOTED
W. C. WILLIAMS

October 28, 1958

CONTRACT NO. 5080
4-8=13
5080

PREFIX NO. 8313-201(44)

FINAL COST ANALYSIS
ROCK PRODUCTION
OREGON COAST, SUNSET AND NECANICUM HIGHWAYS
C. C. MEISEL, CONTRACTOR
E. J. HALL, RESIDENT ENGINEER

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1. 3/4"-0 Crushed Rock in Stockpile	1,154.09	Cu. Yd.	$2.33	$2.49	$ 2,689.02	$ 2,873.68
2. ½"-¼" Crushed Rock in Stockpile	4,360.55	Cu. Yd.	2.33	2.49	10,160.08	10,857.77
3. 5/16"-#10 Crushed Rock in Stockpile	2,890.52	Cu. Yd.	2.33	2.49	6,734.91	7,197.39
4. ¼"-0 Crushed Rock in Stockpile	3,847.58	Cu. Yd.	2.33	2.49	8,964.86	9,580.47
Screen Rejects in Stockpile	2,506.4	Cu. Yd.	.25	.25	626.60	626.60
					$29,175.48	$31,135.91

Gross Revenue	$31,135.91
Total Cost	29,175.48
Net Profit	$ 1,960.43

Net Profit Equals 6.29% of Gross Revenue

RECEIVED
OCT 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST

Contract No. 5080

Labor	$8,848.51	
Labor Insurance	1,149.49	
Equipment Rental (owned)	7,850.00	
Equipment Rental (rented)	6,386.99	
Gas, oil and grease	2,025.21	
Utilities	284.46	
Liability Insurance	132.70	
Bond	156.22	
Move in	293.58	
Small Tools and Miscellaneous	31.75	
Powder and Caps	2,014.57	
		$29,175.48

Break down of Crushing

Set up	12,252.74	.15	$1,837.91	
Shoot Quarry	12,252.74	.28	3,430.76	
Load Quarry Rock	12,252.74	.21	2,573.07	
Haul to Crusher	12,252.74	.18	2,205.49	
Feed and Crush	12,252.74	1.24	15,193.40	
Haul & Stockpile	12,252.74	.27	3,308.24	
Stockpile	2,506.4	.25	626.60	
				$29,175.48

REMARKS:

This was a "State Project" calling for the crushing and stockpiling of approximately 12,000 cubic yards of crushed rock on the Oregon Coast, Sunset, and Necanicum Highways for later use by the State in connection with maintenance operations.

The project was bid December 5, 1957. The contractor started digging a "coyote hole" in the Hjortland Quarry January 6, 1958 and on January 23rd the quarry was shot with approximately 50,000 cubic yards. Crushing was started February 4, 1958 and crushed 1,200 cubic yards of 3/4"-0. The county requested 2,000 cubic yards of 1½"-0, which was crushed by the contractor.

Due to rain the contractor shut down operations and moved part of plant to Falcon Cove, north of Manzanita, to crush the rock for the Nehalem Bay Flight Strip.

The contractor moved back into the quarry and started crushing March 17, 1958 and completed crushing May 8, 1958.

Weather conditions caused considerable loss of time. The hourly plant production was slightly over 40 yards per hour. A fair profit was realized.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

RECEIVED
JUL 8 - 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 2, 1958

4-8313			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5080	5 Final	C. C. Meisel	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14682	H216328	$ 1,208.40	7-2-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapmeske
ACCOUNTING DIVISION

Specified completion date: 90 workdays from 3-1-58

Time Extensions: None

Completion Date: May 8, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: July 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 3 1958
GRW

NOTED ON CARD
GM

RECEIVED
JUN 23 1958
FOR FILING

9.

June 23, 1958

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

State Highway Contract No. 5080 for Necanicum rock production project on the Oregon Coast, Necanicum and Sunset Highways in Clatsop County was completed by the contractor, C. C. Meisel, on May 8, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $1,208.40 will be released to the contractor on or after July 3, 1958. The total contract amount is $31,135.91, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Robert P. Dawson
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD

Form E-1—10M—7-57

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

4-8313

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 16, 1958

Section Necanicum Rock Production

Kind of work Rock Production

Highway Oregon Coast/Sunset, Necanicum County Clatsop

Section prefix 4-8313

Contractor C. C. Meisel

Contract number 5080

Date of contract December 6, 1957

Specified work days 90

Date work started December 30, 1957

Work days used 34

Project authorization . . . . . . $ 34,177.50

Exclusive of engineering . . . . . $ 31,747.10

Per cent of time elapsed 38 %

Estimated cost of completed project, exclusive of engineering . . . $ 31,548.26

Estimated per cent ~~overrun or~~ underrun . . . 0.6 %

Per cent of contract completed, based on total contract price . . . 100 %

Engineering authorization . . . . . $ 2,430.40

Engineering cost to date $ 2,330.40, 96 %

Date project was completed May 8, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate submitted on Thursday.

Final Report

CONSTRUCTION DIVISION
RECEIVED
MAY 19 1958
NOTED ☐ ☐ ☐ ☐ ☐
CE AE ACE CDE

Signed Res. Engr.

Address Box 545 Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			12,000 C.Y.		
Total quantities corrected to date			12,217.54 C.Y.		
Estimated quantities moved or placed to date			12,217.54 C.Y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week.					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Holiday		
Saturday			

RECEIVED
MAY 19 1958
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
DEC 9 1957
FOR FILING
4-5080

December 9, 1957

C. C. Meisel
Box 206
McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5080 for the Necanicum Rock Production Project south and east of Seaside in Clatsop County.

This award was based on your bid of $29,880 which was the low bid submitted to the Commission the 5th of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage

I-78(37) Weaver Overcrossing of SPRR, near Myrtle Creek 1957

#5081

Contract No 5081 8-4-59

Monthly transaction number

RECEIVED
AUG 8-19

Project report number

FOR FILING

5081

PR-2A
(8-31-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

State **Oregon**

County **Douglas**

Project number **I-5-2(12)109**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **March 18**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project	$ **96,124**
Revised Federal funds	$ **83,821**
Other revisions	

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **4** day of **August**, 19**59**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(Title)

By __________

____
(Title)

By __________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C. C. Polk
Division Engineer

By: RCWright
R. C. Wright
Administrative Manager

USComm-DC 11170

Contract 5081

A

RECEIVED MAR 19 1958 FOR FILING

Monthly Transaction No. 3-61	Form [illegible] 2 ([illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
		County Douglas
Project Report No. 6	**FEDERAL-AID PROJECT AGREEMENT**	Project No. I-78(37)

5081

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

S.P. Railroad (Weaver) crossing approximately 0.9 mile south of Myrtle Creek on the Pacific Highway (US-99).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	9/12/57	-
Rights-of-Way		
Construction	11/10/57	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 90,660.00	Federal funds $ 83,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

Date executed by Division Engineer **March 18, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Weaver Railroad Undercrossing
Pacific Highway
Douglas County

NATURE OF WORK:

structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5081

5081 Sig Andersson 12-5-57

DATE OF COMPLETION: 200 Workdays from 12-19-57

REMARKS:

Oregon State Highway Department

Federal Aid
Project No. I-78(37)

WEAVER RAILROAD OVERCROSSING ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 31, 1937

Type Code P. E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code X121
Weaver Overcrossing (Sta. 3432+06.15 to Sta. 3434+53.15)
(Contract No. 5001)

Alter Existing Structures	All Required	$	$ 800.00
Structural Excavation	470 cu. yds.	4.00	1,880.00
Furnish Steel Piling	440 lin. ft.	5.00	2,200.00
Drive Steel Piles	8 only	75.00	600.00
Furnish Treated Timber Piling	2,625 lin. ft.	1.40	3,675.00
Drive Timber Piles	70 only	36.00	2,520.00
Class "A" Concrete	676 cu. yds.	66.00	44,616.00
Metal Reinforcement	176,500 lbs.	0.12	21,180.00
8-inch Metal Drain Pipe	90 lin. ft.	3.00	270.00
			$77,741.00
Work by S. P. Co.	All Required		1,150.00
Work by Western Union	All Required		800.00
	Subtotal		$79,691.00
	10% Engr. & Cont.		7,969.10
	Total		$87,660.10

Length of Structure . . . . . . 0.005 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,100.00	$ 900.00
Structure	87,660.10	80,900.00	6,760.10
	$90,660.10	$83,000.00	$7,660.10

State Funds for Const.: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 529, laws 1939.

State Funds for Maint.: Chapter 529, laws 1939.

WEAVER RAILROAD OVERCROSSING

Project No. I-78(37)

Summary of Cost of Work to be Performed by S. P. Co.

Signal Work	$ 550.00
Freight	10.00
Material Handling	13.00
Accounting and Billing	476.00
Contingencies	101.00
Total	$1,150.00

Oregon State Highway Department

Federal Aid
Project No. I-78(37)

WEAVER RAILROAD OVERCROSSING ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 8, 1957

Type Code P.E.
Preliminary Engineering

Preliminary Engineering	All	Required	$	$ 3,000.00

Type Code X121
Weaver Overcrossing (Sta. 3432+06.15 to Sta. 3434+53.15)

Alter Existing Structure	All	Required	$	$ 7,000.00
Structural Excavation	470	cu.yds.	6.00	2,820.00
Furnish Steel Piling	440	lin.ft.	5.00	2,200.00
Drive Steel Piles	8	only	100.00	800.00
Furnish Treated Timber Piling	2,625	lin.ft.	1.25	3,281.25
Drive Timber Piles	70	only	60.00	4,200.00
Class "A" Concrete	676	cu.yds.	70.00	47,320.00
Metal Reinforcement	176,500	lbs.	0.125	22,062.50
8-inch Metal Drain Pipe	90	lin.ft.	4.00	360.00
				$ 90,043.75
Work by S.P.Co.	All	Required		1,150.00
Work by Western Union	All	Required		800.00
	Subtotal			$ 91,993.75
	10% Engr. & Cont.			9,199.37
	Total			$101,193.12

Length of Structure - - - - - - - 0.005 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,000.00	$ 1,000.00
Structure	101,193.12	93,400.00	7,793.12
	$104,193.12	$ 95,400.00	$ 8,793.12

WEAVER RAILROAD OVERCROSSING
Project No. I-78(37)

Summary of Cost of Work to be Performed by S.P. Co.

Signal Work		$ 550.00
Freight		10.00
Material Handling		13.00
Accounting and Billing		476.00
Contingencies		101.00
	Total	$1,150.00

A

RECEIVED

FORM 2-20 3M 3-51 82810

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Jan. 19, 1959

I-78(37)

5081

SUBJECT: Condition of Slopes
Weaver Overcrossing
S. P. Railroad

To: Mr. G. S. Paxson
Asst. State Highway Engineer
Salem, Oregon

Please be advised that the slopes along the Southern Pacific Railroad and under the Weaver Overcrossing have been corrected to the satisfaction of the inspector for the railroad company.

The work was completed during the week of January 12th to 16th. We hope that this will close the matter.

J. F. Putnam
Asst. Division Engineer

dls

RECEIVED
JAN 20 1959

NOTED

RECEIVED
JAN 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 12 1958
FOR FILING

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

8-2660

November 26, 1958

IN REPLY PLEASE REFER TO
GMO 69772

L. R. SMITH I-71(37)
SUPERINTENDENT

5881

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Dear Sir:

Referring to previous correspondence and conversation between Mr. Kendrew of our Engineering Department and you relative to slope condition adjacent to our track and underneath the State Highway overhead known as Weaver overcrossing on the State Highway between Myrtle Creek and Canyonville.

Inspection was made of this slope and fill portion on November 10th and found that the fill made for the overhead structure has not been constructed according to plans as submitted in State Highway specifications. The existing slope is 1 to 8/10 which is too steep for the type of fill material at this location. There is an existing ditch approximately one foot below top of tie out 11 ft. from the center line of the track and the fill material will be sluffing off into this ditch causing considerable amount of maintenance to the railroad unless State Highway Dept. complete the removal of this excess dirt. Would appreciate this fill material being removed to a proper slope.

Another feature that is bad at this location is the fact that there is a downspout which is for the drainage of surface water from the overhead which flows directly onto the old County road and saturates the fill made adjacent to our tracks. This drain pipe should be extended to carry the water down to the drainage ditch adjacent to our tracks. The joint between the two overhead structures should be sealed off so that surface drainage is not allowed to saturate the fill and our roadbed.

In order for us to completely close out our files and records on this overhead structure, would appreciate the above items being corrected as soon as possible.

Yours truly,

L R Smith

See
Assign E&P 581.

RECEIVED
[illegible] 1 1958
[illegible]

NOTED
G. S. PAXSON

RECEIVED
NOV 25 1958

~~FOR FILING~~
I-78(37)

~~(CONTRACT NO.)~~ 5081

files

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 24, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5081	9 Post Final	Sig Andersson

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27010	H228952	$528.89	11-21-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 200 workdays from Dec. 19, 1957

Time Extensions: None

Completion Date: Oct. 15, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Nov. 24, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

1958

JC

NOTED ON CARD
OM

RECEIVED
NOV 13 1958
FOR FILING

I-78 (37)

(CONTRACT NO.) 5081

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 12, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5081	8 Final	Sig Andersson	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25957	H227904	$6,129.33	11-12-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **200 workdays from Dec. 19, 1957**

Time Extensions: **None**

Completion Date: **Oct. 15, 1958**

Date Accepted: **Oct. 23, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Nov. 12, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query, ~~H. B. Glaisyer~~
Secretary

Floyd Query

Warrant Mailed:
NOV 12 1958
GC

NOTED ON CARD
em

RECEIVED
OCT 31 1958
FOR FILING

I-78(37)

5081

October 30, 1958

CERTIFIED MAIL

General Insurance Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5081 for work performed on the Shady-Canyonville Section of the Pacific Highway in Douglas County was completed by the contractor, Sig Andersson, on October 15, 1958 and was formally accepted by the Highway Commission on October 23, 1958.

Final payment in the amount of $6,129.33 will be released to the contractor on or after November 10, 1958. The total contract amount is $79,665.77 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 21 1958
FOR FILING
I-78 (37)

381

August 20, 1958

912

Mr. L. R. Smith, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Reference is made to your letters of March 10 and August 11 regarding drainage and site conditions along your tracks in the vicinity of the Weaver Overcrossing, M.P. 550 and the Weaver Road Overcrossing, M.P. 549.4.

I have contacted Mr. F. D. Morgan, Division Engineer at Roseburg, and he has on this date written you regarding these matters with the request that a representative from your office meet with him to go over the project in the field.

Mr. Sig Andersson, contractor for the Weaver Overcrossing widening, has been closed down by the recent strike. The Weaver Overcrossing project is complete at this time except for site cleanup, drain pipe installation, and extra work on ditches on the north side of the tracks. Our Resident Bridge Engineer in Roseburg, Mr. John Quiner, will be available to go over this project with your representative so that the bridge project may be completed at the earliest possible time.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Ivan D. Merchant

IDM:mm fn

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. R. SMITH
SUPERINTENDENT

GMO 69772

August 11, 1958

REFERRED TO
Cooper
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

PLEASE RETURN TO
FORREST COOPER

Dear Sir:

Refers to ours of March 10, GMO 69772, GMO 67014 regarding drainage problems created during construction of State highway, Myrtle Creek-Canyonville Section.

Recent information indicates that C. R. O'Neil Construction Company has completed their grading contract with the State.

Past inspection indicates that grading contractor is responsible for portion of clean-up work at Weaver overcrossing construction site in addition to Bridge Contractor Sig Anderson portion of work.

May we have assurance that Mr. O'Neil will complete his work permitting termination of construction agreement between Southern Pacific Company and C. R. O'Neil.

Yours truly,

[illegible]

cc: Mr. V. D. Morgan
Div'n. Engineer
Oregon State Hwy. Dept.
Roseburg, Oregon

Mr. John Quiner
Resident Bridge Engineer
Oregon State Hwy. Dept.
Roseburg, Oregon

RECEIVED
AUG 13 1958
OREGON
STATE HIGHWAY COMMISSION

10-57-5M

S-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. R. SMITH
SUPERINTENDENT

March 10, 1958

GMO 69772

REFERRED TO
Paxson
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Referring to your construction project, Myrtle Creek, Canyonville Section.

Direct your attention to following drainage and soil erosion conditions in vicinity of the two railroad overhead crossings included in this project:

I. At site of Weaver overcrossing No. 2 (our GMO 69772, MP 550), road construction and resulting slides are causing heavy erosion of mud and depositing silt on land adjoining and on our right of way on south side of this structure. A 24-inch concrete culvert under railroad fill at this location carries all water draining from the area above Weaver Road (county) in this vicinity. As result of accumulating silt and slide material, it appears culvert will soon be filled and made ineffective.

At west end of this structure now under construction, water drains down steep banks during each rainstorm, bringing heavy deposits of soil into railroad ditch and ballast. Bridge contractor has been doing temporary ditching along track at bridge construction site; however, other bridge and road construction work done previous to this year have left undesirable ditch and bank condition along track in this vicinity.

We would appreciate assurance that conditions will be corrected by time projects at this location are completed.

II. At Weaver Road overcrossing (our GMO 67014, approximately MP 549.4) state's construction of farm road has diverted small creek from its former channel through a swale onto and along our right of way fence and pole line. Flow of this creek in its present location will cause water to stand alongside and on our property and facilities at all times of the year. Surrounding ground in this locality is flat, presenting considerable drainage problem. Believe further study should be made with view of bettering present condition.

Our inspector, Mr. T. D. Cabe, has previously conferred with your Mr. Ricketts and Resident Bridge Engineer, Mr. John Quiner, in this connection, and we would like to arrange to have our drainage engineer meet with your representatives in the field to make inspection of conditions existing in this area.

Yours truly,

J R Smith

cc: Mr. V. D. Morgan
Division Engineer
Oregon State Highway Department
Salem, Oregon

Mr. John Quiner
Resident Bridge Engineer
Oregon State Highway Department
Roseburg, Oregon

RECEIVED
DEC 9 1957
FOR FILING

I 7(-17)

5081

December 9, 1957

Sig Andersson
1371 Bayview Avenue
North Bend, Oregon

Dear Mr. Andersson:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5081 for Weaver Overcrossing of SPRR, near Myrtle Creek in Douglas County.

This award was based on your bid of $77,741 which was the low bid submitted to the Commission the 5th of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage
P. M. Stephenson

RECEIVED
OCT 29 1957
FOR FILING

I-78(37)

581

October 28, 1957

Mr. L. R. Smith
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

The construction agreement covering the second overpass at Weaver will be presented to the Highway Commission at the meeting on October 31. We have not yet awarded a contract for this work but expect to do so at a Highway Commission meeting scheduled for December 5 and 6.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams

S-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. R. SMITH
SUPERINTENDENT

October 25, 1957

IN REPLY PLEASE REFER TO
GMO 69772

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

Referring to previous correspondence regarding second overpass at Weaver, Oregon:

The construction agreement between Southern Pacific Company and State of Oregon was delivered to your Mr. J. W. DeSouza on September 25 and as yet we have not been advised who the contractor is or when this work will begin on the overhead structure.

Will you please advise when this work will commence.

Yours truly,

L R Smith

C225-6

RECEIVED
OCT 28 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
SEP 30 1957
FOR FILING

FORM 230—30M—2-57—1476
I-78(37)

5081

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

September 26, 1957
Salem Office

RAILROAD COMPANIES
FILE No. 423

SUBJECT: Pux 207-Second Myrtle Creek o-Xing
Pacific Highway - S.P. Co.
Douglas County

To: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. Tom Edwards (2)
Mr. E. A. Collier (2)
Mr. Frank Morgan (2)

Herewith I hand you duplicated copy of agreement with Southern Pacific Company relative to the above titled matter.

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

NOTED
FORREST COOPER

RECEIVED
SEP 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-135X 37½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JUL 15 1957
FOR FILING
I-78 (37)
5081

CERTIFIED MAIL

July 10, 1957

Mr. L. R. Smith, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Pux 207-Second Myrtle Creek O-Xing
Pacific Highway - S.P. Co.
Douglas County

Dear Mr. Smith:

Herewith I return to you duplicate executed copies of agreement covering the construction of an additional overhead at Weaver.

In accordance with communications to Mr. R. J. Lathrop's Office, in San Francisco, and a long distance telephone conversation with him, please note that a portion of paragraph 7, on page 4, of the instrument has been deleted. This deletion met with his approval before the instrument was executed by the State Highway Commission.

In your letter of May 31, transmitting the instruments to this Department, attention of Mr. Paxson, you made a statement regarding the acknowledgement of execution of the instrument by the Highway Commissioners. In view of the fact that the instrument is not to be recorded, there appears to be no justification for an acknowledgement. You will note that the signatures of the Highway Commissioners have been attested by Mr. H. B. Glaisyer, Secretary, and that they are impressed with the seal of the Highway Commission.

It is expected that after execution by Southern Pacific Company one fully executed copy will be returned to this office. It will expedite matters if it is directed to my attention.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper ✓
Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. Tom Edwards
Mr. Frank Morgan

NOTED
G. S. PAXSON

RECEIVED
JUL 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

~~Q[illegible]~~

file

RECEIVED
SEP 30 1957
FOR FILING

I-78(37)

5081

Salem, Oregon
July 9, 1957

Pux 207-Second Myrtle Cr. O-Xing
Pacific Highway - S.P. Co.
Douglas County

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached hereto are two copies of an agreement with the Southern Pacific Company covering construction of the Second Myrtle Creek Overcrossing of the Pacific Highway in Douglas County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the proper officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

FH
Attach: 2

filed
9-30-57

6/27

FORM 230—12½M—6-55—96209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
June 26, 1957

SUBJECT: Pux 207-Second Myrtle Cr. O-Xing
Pacific Highway - S.P. Co.
Douglas County

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and counterpart copy of agreement with Southern Pacific Company, covering construction of what we have designated as the Second Myrtle Creek Overcrossing. In view of the fact that this is purely a construction agreement, it will not be necessary that it be acknowledged by the Highway Commission.

A portion of paragraph 7 of the agreement, shown on page 4, has been stricken; and this change should be initialled by the Highway Commission in addition to the execution of the instrument.

After execution by the Highway Commission, please return both copies direct to me for further handling.

J W DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. P. M. Stephenson
~~Mr. Leonard Lindas~~

Ⓐ
2 COPIES TO
BE SIGNED

AUTHORIZED BY HIGHWAY COMMISSION
DATE included in program adopted August 16, 1956
H B Glaisyer
Secretary

Ⓐ

RECEIVED
JUN 7 1957
FOR FILING

78 (37)

2081

FORM E-123X

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 6, 1957

Mr. E. C. Crocker
Contract Attorney
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Pux 207-Second Myrtle Creek o-xing
Pacific Highway
S.P. Co. (Douglas County)

Dear Mr. Crocker:

We are in receipt from Mr. L. R. Smith, Superintendent, of original and two counterpart copies of proposed agreement, covering the construction of what we have designated as the Second Myrtle Creek Overcrossing, and which I believe is shown on your records as an additional overhead at Weaver.

Paragraph 7 of the agreement contains the language "such contractors shall be satisfactory to Railroad as to their responsibility and ability to perform the work under and across the property and tracks of Railroad".

On May 20, I wrote to you sending copy of a letter from Mr. J. M. Devers to Mr. Alfred A. Hampson dated May 16, 1938, and a copy of letter from Mr. Alfred A. Hampson to Mr. Devers dated May 17, 1938. Possibly the instant agreement was drafted before receipt of my communication of May 20 and there was no opportunity to correct the paragraph.

The matter has been discussed with Mr. Leonard I. Lindas, now Chief Counsel for the State Highway Commission, and it is his feeling that the reasons given by Mr. Devers, in his May 16, 1938 letter, are just as cogent now as they were then justifying the elimination of the objectionable language. I have been instructed to advise you that the instrument, in its present form, cannot be recommended to the Highway Commission for approval. Just how the objectionable language crept into subsequent agreements after the exchange of letters between Mr. Hampson and Mr. Devers is something that I do not know, but I do know that objection has been voiced on several occasions to any semblance of a surrender of the jurisdiction of the Highway Commission under its statutory powers and duties covering the awarding of contracts for highway construction projects.

NOTED
G. E. PAXSON

It is, therefore, urgently requested that you give your consent to eliminate the objectionable language from the instant agreement.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Frank McColloch
Attorney at Law
800 Pacific Building
Portland, Oregon
Mr. L. R. Smith, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon
Mr. G. S. Paxson ✓
Mr. Leonard I. Lindas

RECEIVED
JUN 6 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 23 1958

FOR FILING
FORM [illegible]
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5081

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 20, 1957
Salem Office

SUBJECT: Pux 207-Second Myrtle Creek
O-Xing-Pacific Hwy. -S.P. Co.
Douglas County

To: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. Tom Edwards (3)
Mr. Frank Morgan (2)
Mr. I. A. DeFrance (2)
Mr. H. B. Simpson

Herewith I hand you copy of Order No. 35213, issued by the Public Utilities Commissioner under date of March 19, 1957, relative to the matter of the application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Southern Pacific Company on the revised location of the Pacific Highway, known as the SECOND MYRTLE CREEK OVERCROSSING, in Douglas County, Oregon.

J. W. De Souza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

Order #35213

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

F-2558

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Southern Pacific Company on the revised location of the Pacific Highway, known as the SECOND MYRTLE CREEK OVERCROSSING in the Southwest quarter of the Southwest quarter (SW¼ SW¼) of Section 28, Township 29 South, Range 5 West, W.M., in Douglas County, Oregon.	ORDER

The above entitled matter was duly heard on Friday, January 25, 1957, at 10:30 A.M., in the Lane County Court House, Eugene, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
Leo V. Nuttman, Assistant Attorney General, Salem, Oregon
Representing Oregon State Highway Commission;

Albert H. Ferris, Attorney, Portland, Oregon
Representing Southern Pacific Company.

On December 19, 1956, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, filed its application for authority to cross over the tracks and right of way of Southern Pacific Company on the revised location of the Pacific Highway, known as the SECOND MYRTLE CREEK OVERCROSSING, near Myrtle Creek in Douglas County, Oregon.

Douglas County filed no objections to the granting of the application and Southern Pacific Company did not oppose the issuance of an order in accordance with the terms thereof.

After due notice, the matter was set down for hearing on Thursday, January 24, 1957, at 3:00 P.M., in the Douglas County Court House, Roseburg, Oregon. However, because of weather conditions and with the consent of all parties in interest, the hearing was actually convened on Friday, January 25, 1957, at 10:30 A.M., in the Lane County Court House, Eugene, Oregon. Evidence was adduced, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

The proposed overcrossing is part of a project of Applicant involving the widening of the Pacific Highway and the construction of a relocated section between Myrtle Creek and Canyonville.

The proposed structure is companion structure to one recently completed and will bear two lanes of southbound traffic of the Pacific Highway. It will be physically attached to the existing structure which is identified as Crossing No. C-550.1-A, and will cross the single track of Southern Pacific Company at an angle of 43 degrees and 41 minutes, and provide a roadway width of 28 feet for vehicle traffic.

The highway at the point of crossing is on an ascending grade of 2.273% from the south, which grade will be the roadway grade of the structure at the crossing.

It is estimated that the southbound lanes which the overcrossing structure will carry will handle an average annual daily traffic of 2,000 vehicles, and a normal annual increase is anticipated. Ten train movements per day are presently being conducted over Southern Pacific Company's tracks in this immediate area.

The erection of necessary falsework during the construction period will reduce the standard vertical clearance to 21 feet above top of rail and authorization therefor is requested by Applicant. After construction, vertical and horizontal clearances are provided for the existing and an additional track, if needed, beneath the structure in excess of the minimums set forth in Order No. 33700.

Applicant will prepare plans and specifications, award contracts and supervise the construction of the proposed project, and bear all costs incidental to its construction from State and Federal highway funds, and will reimburse Southern Pacific Company for all necessary expenses incurred by it which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Public Roads Administration and amendments thereof and supplements thereto.

Southern Pacific Company will furnish such services and perform such work as may be necessary during the construction of the project, subject to reimbursement as set out above.

After completion of the project, Applicant will maintain the overcrossing structure with its appurtenances and approaches, and Southern Pacific Company will maintain its railroad line with its appurtenances and facilities.

From the foregoing, it is concluded that the construction of an additional overcrossing at this location to provided a divided highway to carry southbound traffic is necessary to the relocation of the Pacific Highway, is in the interests of public safety, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Southern Pacific Company on the revised location of the Pacific Highway, known as the SECOND MYRTLE CREEK OVERCROSSING, in the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section 28, Township 29 South, Range 5 West, Willamette Meridian, in Douglas County, Oregon, is granted; and it is further

ORDERED that the structure be constructed in a good and workmanlike manner, in accordance with accepted modern engineering practices and in conformity as to location, angle of crossing, elevation and general design with plan and profiles submitted with the application and by this reference made a part hereof; and it is further

ORDERED that Oregon State Highway Commission shall prepare plans and specifications, award contracts, and supervise construction of the overcrossing structure, and finance the project from State and Federal highway funds, and shall reimburse Southern Pacific Company for all necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Public Roads Administration and amendments thereof and supplements thereto; and it is further

ORDERED that Southern Pacific Company shall, subject to reimbursement as set forth above, revise and reinstall as may be required existing communication systems, signal lines and right of way fences, and furnish such watchman and flagman services as may be necessary to safeguard railroad operations during the construction period; and it is further

ORDERED that any impairment to the minimum standard vertical clearance as set forth in Order No. 33700 as may be required or made necessary by the placement of construction material or the use of falsework during the construction period, hereby is authorized; provided, however, that no impairment shall be created which will not allow a vertical clearance of 21 feet above top of rail; and it is further

ORDERED that a standard sign bearing the words "IMPAIRED CLEARANCE" in black letters at least three inches high on a white background, having thereon the inscription "PUC NO. 35213", be installed on each side of the structure above and to the right of approaching trains; and it is further

ORDERED that Southern Pacific Company hereby is authorized to operate over the railroad track involved under such conditions of temporary impairment; and it is further

ORDERED that after completion of the project, Oregon State Highway Commission shall, at its own expense, maintain the overcrossing structure with its appurtenances and approaches, and Southern Pacific Company shall, at its own expense, maintain its track and roadbed and its railroad facilities beneath the structure; and it is further

ORDERED that the designation C-550.1-A assigned to the adjacent structure be used as a similar identification of the overcrossing in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 19th day of March, 1957.

HOWARD MORGAN

Public Utility Commissioner

(OFFICIAL SEAL)

RECEIVED
JAN 31 1957
FOR FILING

FORM E-30X—25M—8-55—68209

Const
Grade Xings
Gen

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
January 30, 1957

SUBJECT: Pux 207-Second Myrtle Creek O-Xing
Pacific Highway-S.P. Co.
Douglas County

To: MEMORANDUM TO FILE:

Hearing on this matter was set for 3:00 o'clock p.m. on Thursday, January 24, at the Douglas County Court House in Roseburg. On arriving in Roseburg, I received a notice to call Mr. Jaqua at the County Court House in Eugene. He advised me that representatives of Southern Pacific Company and himself and the reporter had met in Albany and decided that, on account of the icy condition of the pavement, they would not attempt to complete the drive to Roseburg.

The matter was then heard in the County Court House at Eugene, on January 25, before Mr. C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner, immediately after the hearing on Pux 205, Swisshome Grade Crossing in Lane County.

Southern Pacific Company was represented by Mr. Albert H. Ferris, Attorney, 800 Pacific Building, Portland, and the Highway Commission was represented by Mr. Leo V. Nuttman and the writer.

The only witness placed on the stand was Mr. E. G. Ricketts, Assistant Bridge Engineer, who testified in detail regarding the nature and purpose of the overall project and the details of the design of the proposed additional two-lane structure for southbound traffic.

Mr. Ferris, on behalf of Southern Pacific Company, stated there would be no objection to the issuance of an order in accordance with the petition and the answer of Southern Pacific Company. It is anticipated that an order will be issued in due course. Douglas County had previously indicated its lack of interest in or jurisdiction over the project.

J. W. DeSOUZA
Assistant Counsel

NOTED
G. S. PAXSON

RECEIVED
JAN 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
cc: Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. E. G. Ricketts
Mr. F. D. Morgan
Mr. H. B. Simpson

S-49(3) John Day River-Hay Cr. Sec. 1957
of the Wasco-Heppner Hwy.

#5082

RECEIVED

W.C. Williams

OTED
W. WILLIAMS

June 26, 1959

John Day River - Hay Creek Sec.
Contract No. 5082

FINAL COST ANALYSIS
Grading and Oiling
Contractor: Rogers Construction Co.
Resident Engineer: C.C. McKinney

Wasco-Heppner Hwy.
Prefix No. 111-1022

[illegible]

5082

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1. Clearing & Grubbing	100%	All	3,000.00	2,754.89	2,754.89	3,000.00
** 2. Drainage Excav., Unclass.	1,001.99	Cu. Yd.	3.00	3.34	3,348.56	3,005.97
** 3. General Excav., Unclass.	48,487.4	Cu. Yd.	0.55	0.64	31,525.10	26,668.07
4. Short Overhaul	85,328.1	Yd. Sta.	0.02	0.023	1,980.37	1,706.56
5. Long Overhaul	4,914	C-Yd. Sta.	0.40	0.464	2,280.98	1,965.08
6. Blade Grader	222	Hour	10.00	11.01	2,444.96	2,220.00
7. Tractor and Dozer	165.5	Hour	12.00	17.20	2,846.69	1,986.00
8. Self Powered Scraper	82	Hour	12.00	16.31	1,338.04	984.00
10. Air Compressor	1.5	Hour	5.00	3.40	5.10	7.50
11. Jackhammer	1.5	Hour	2.00	2.21	3.32	3.00
13. Finishing R.B. & Slopes	1.84	Mile	400.00	464.17	854.08	736.00
14. Rounding Cutbanks	900	Lin. Ft.	0.15	0.174	156.67	135.00
16. 15" C.M.P.	26	Lin. Ft.	4.00	3.76	97.91	104.00
17. 18" C.M.P.	492	Lin. Ft.	4.25	4.24	2,087.90	2,091.00
18. 24" C.M.P.	178	Lin. Ft.	6.50	6.65	1,184.29	1,157.00
**19. 48" C.M.P.	40	Lin. Ft.	18.00	17.89	715.98	720.00
20. Salvage Culvert Pipe	521	Lin. Ft.	3.00	3.00	1,563.88	1,563.00
**21. Class "A" Concrete	269.48	Cu. Yd.	90.00	61.81	16,658.09	24,253.20
**22. Metal Reinforcement	43,024.24	Lb.	0.18	0.13	5,593.15	7,744.36
23. Coarse Cr. Material in Base	94,375	Cu. Yd.	1.70	2.05	193,223.04	160,437.50
24. 3/4"-0 Material in Base	19,472	Cu. Yd.	1.60	2.05	39,866.91	31,155.20
***25. Sprinkling	5,957.8	M-Gal.	2.50	3.03	18,067.95	14,894.50
26. Preparation of Base	20.06	Mile	100.00	78.93	1,583.43	2,006.00

Final Cost Analysis - Contract N 5082
Grading & Oiling - John Day River-Hay Creek Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
27. 3/4"-0 Mat'l in Binder Crse.	2,348	Cu.Yd.	2.50	2.64	6,200.01	5,870.00
*28. Furnish & Place Aggregates	12,030	Cu.Yd.	2.60	2.74	32,968.69	31,278.00
*29. MC-2 Asphalt	378.48	Ton	45.00	48.24	18,259.14	17,031.60
*30. 120-150 Asphalt	864.43	Ton	43.00	44.17	38,184.98	37,170.49
*31. RS-1 Asphalt	251.35	Ton	45.00	47.74	12,001.40	11,310.75
33. Metal Guard Rail	708	Lin. Ft.	4.00	3.71	2,626.81	2,832.00
34. Metal Sight Posts	580	Each	3.00	2.50	1,451.93	1,740.00
**PA#2 Cement Adj. (Favor Contr.)	12.12	Bbl.	4.79	4.79	58.05	58.05
PA#3 15" C.M.P. Bands	3	Each	3.50	2.87	8.62	10.50
PA#3 18" C.M.P. Bands	1	Each	4.50	3.33	3.33	4.50
PA#4 1-1/4"-0 Cr.Mat'l in S.P.	2,014.41	Cu.Yd.	1.50	1.14	2,297.50	3,021.62
PA#4 3/4"-0 Cr.Mat'l in S.P.	350	Cu.Yd.	1.50	1.14	399.18	525.00
PA#4 1-1/4"-3/4" Oiling Aggr.	130.66	Cu.Yd.	1.50	1.14	149.01	195.99
PA#4 3/4"-1/2" Oiling Aggregates	50	Cu.Yd.	1.50	1.14	57.02	75.00
PA#4 1/2"-1/4" Oiling Aggregates	50	Cu.Yd.	1.50	1.14	57.02	75.00
PA#4 1/4"-#10 Oiling Aggregates	50	Cu.Yd.	1.50	1.14	57.02	75.00
PA#5 Paint & Reflectorize Sight Posts	580	Each	3.00	2.78	1,617.67	1,740.00
PA#6 1-1/4"-3/4" Cr.Mat'l in S.P.	841.8	Cu.Yd.	1.25	1.14	960.10	1,052.25
PA#6 3/4"-0 Cr.Mat'l in S.P.	669.4	Cu.Yd.	1.25	1.14	763.46	836.75
PA#6 3/4"-1/2" Cr.Mat'l in S.P.	1,162.3	Cu.Yd.	1.25	1.14	1,325.65	1,452.88
PA#6 1/2"-1/4" Cr.Mat'l in S.P.	1,510.4	Cu.Yd.	1.25	1.14	1,722.66	1,888.00
PA#6 1/4"-#10 Cr.Mat'l in S.P.	903.4	Cu.Yd.	1.25	1.14	1,030.20	1,129.25
Force Account (Labor, equipment, and materials)					10,731.28	9,500.31
Force Account (State participation in flagging)					456.54	456.54

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Force Account (Retroactive pay adjustment)					54.04	51.23
					$463,622.60	$417,924.17

Gross Revenue	$ 417,924,17
Total Cost	463,622.60
Net Loss	$ 45,698.43

Net loss equals 10.93% of Gross Revenue

* Russell Olson Construction Co. (All or in part)

** Grubbs Construction Co. (All or in part)

*** Transport Service (all)

DETAIL OF COST
Contract No. 5082

Labor:				
Labor and Supervision			$ 98,228.60	
Labor Insurance			7,482.75	
Health and Welfare			2,828.46	$ 108,539.81
Equipment Rentals and Miscellaneous Supplies:				
Equipment Rental, Owned			137,976.23	
Equipment Rental, Hired (w/out operator)			9,525.89	
Equipment Rental, Hired (Fully operated)			14,894.50	
Gas, Oil, and Grease			19,590.92	
Freight (on supplies)			2,151.70	
Small Tools and Misc. Supplies			7,548.52	
Drilling and Shooting			12,641.73	
Move In			8,039.32	
Bond			2,324.08	
Home Office and General Overhead			20,757.37	235,450.26
Materials:				
15" C.M.P.	26 Lin. Ft.	@ $2.79	72.54	
15" C.M.P. Bands	4 Each	@ $2.79	11.16	
18" C.M.P.	492 Lin. Ft.	@ $3.23	1,589.16	
18" C.M.P. Bands	13 Each	@ $3.23	41.99	
24" C.M.P.	178 Lin. Ft.	@ $4.97	884.66	
24" C.M.P. Bands	4 Each	@ $4.97	19.88	
48" C.M.P.	40 Lin. Ft.	@ $15.06	602.40	
48" C.M.P. Bands	1 Each	@ $15.06	15.06	
MC-2 Asphalt	378.48 Ton	@ $38.10	14,420.01	
120-150 Asphalt	864.43 Ton	@ $35.12	30,358.78	
RS-1 Asphalt	251.35 Ton	@ $37.62	9,455.58	
Metal Guard Rail	708 Lin. Ft.	@ $1.19	843.71	
Guard Rail Posts	43 Each	@ $5.78	248.54	
Metal Sight Posts	580 Each	@ $3.58	2,076.40	60,639.87
Hired Contractors:				
Russell Olson Construction Company				35,353.91
Grubbs Construction Company				23,638.75
			TOTAL COST	$ 463,622.60

CRUSHING BREAKDOWN - Contract No. 5082

	Quantity	Unit	Cost	Unit Cost
Move in and Set up	138,552.22	Cu.Yd.	6,224.54	0.045
Drill and Shoot	138,552.22	Cu.Yd.	15,627.90	0.112
Feed Crusher	138,552.22	Cu.Yd.	20,245.69	0.146
Crushing	138,552.22	Cu.Yd.	83,621.39	0.603
	138,552.22	Cu.Yd.	$ 125,719.52	$ 0.906
Stockpile Crushed Material	22,110.22	Cu.Yd.	5,155.15	0.233
Haul Base Material	113,847	Cu.Yd.	102,143.59	0.897
Process Base Material	113,847	Cu.Yd.	27,643.87	0.242
Crush, haul & process base mat'l	113,847	Cu.Yd.	232,817.11	2.045
Crush & stockpile Crushed mat'l	22,110.22	Cu.Yd.	25,205.65	1.14

The crushing plant operated 1,271 hours for an average of 101.01 cubic yards per working hour.

CRUSHING BREAKDOWN - Contract No. 5082

	Quantity	Unit	Cost	Unit Cost
Move in and Set up	138,552.22	Cu.Yd.	6,224.54	0.045
Drill and Shoot	138,552.22	Cu.Yd.	15,627.90	0.112
Feed Crusher	138,552.22	Cu.Yd.	20,245.69	0.146
Crushing	138,552.22	Cu.Yd.	83,621.39	0.603
	138,552.22	Cu.Yd.	$ 125,719.52	$ 0.906
Stockpile Crushed Material	22,110.22	Cu.Yd.	5,155.15	0.233
Haul Base Material	113,847	Cu.Yd.	102,143.59	0.897
Process Base Material	113,847	Cu.Yd.	27,643.87	0.242
Crush, haul & process base mat'l	113,847	Cu.Yd.	232,817.11	2.045
Crush & stockpile Crushed mat'l	22,110.22	Cu.Yd.	25,205.65	1.14

The crushing plant operated 1,271 hours for an average of 101.01 cubic yards per working hour.

Remarks - Contract No. 5082

This was a "Federal Aid Secondary Project" consisting of the construction of 1.93 miles of highway roadbed, involving 48,487.4 cubic yards of roadbed and channel change excavation; the grade widening and shaping of 17.96 miles of highway, involving 222 hours of blade grader time, 165.5 hours of tractor and dozer time, 82 hours of self-powered scraper time, 1.5 hours of air compressor time, and 1.5 hours of jack-hammer time; the construction of three reinforced concrete box culverts; the construction of 20.06 miles of stone base and shoulders, involving 113,847 cubic yards of crushed materials; and the construction of 20.06 miles of Type 0-11 oil mat wearing surface with binder course.

This project was bid and awarded December 5, 1957 and completed November 21, 1958.

Work was started on this project by Grubb Construction Company December 27, 1957, using a power shovel and a dozer to construct detours around the construction areas for the concrete box culverts. This contractor also did some general excavation in the channel changes leading to the culverts.

Rogers Construction Company moved in a D-8 dozer and began removing the overburden at the quarry, located 800 feet west of station 1945+51, on Monday, February 3, 1958. This phase was completed by Monday of the following week and the D-8 dozer was put to work on excavating channel changes.

Gibbson & Roberts of Yarly, Washington, moved in and began drilling in the quarry, Station 1945+51, on Wednesday, February 5, 1958. They loaded and shot the first part of the week of March 14th. After the shot, if was found that, at a certain level, there had been a layer of dirt about a foot thick which had become mixed with the shot rock. This material later caused a difficulty in the crushing operations.

The crushing plant was moved in during the week of February 28th and assembled in the following two weeks. A test run was made March 14th. Crushing operations were started and continued intermittently during the week of March 28th. Snow and rain prevented full production and made it difficult to remove the earth previously mentioned.

The prime contractor moved in three Euclid srapers and two graders on Monday, March 21st., and began work on the hourly construction items. Grading was delayed off and on during the next month because of wet weather.

The production and placing of base material was started April 29th. Grading at the west end of the project was completed Friday, May 2nd and the rental work was completed on Wednesday of this week.

Remarks Cont'd. - Contract 5082

The entire project was shut down because of a general labor strike on Monday, May 5, 1958. Work was resumed on Monday May, 19th; however, the crusher broke down and work was delayed for the balace of the week.

Crushing began again on May 26th. Operations were now begun on an around the clock basis.

The crusher was disassembled and moved to a new location at the west end of the project during the week of June 27th. The move was delayed, however, because of a cloud burst which blocked part of the road.

The crusher was set up and production of crushed materials started on Monday, July 7th, again on a three shift basis. Oiling aggregates were produced and stockpiled. Other equipment belonging to the contractor, along with hired equipment, was working on repairing the damage caused by the cloud burst. This project was shut down again by a labor strike on Friday of this week.

Resumption of work began again on Monday, August 8, 1958. The crusher was changed over to production of base rock which was placed on the road. The production of crushed materials was completed on September 20th.

The placing of binder course was started by Russell Olson Construction Company at the easterly end of the project on June 23rd and placed over the easterly 10.76 miles of roadway. No more was done until September 15th. The placing of the Type 0-11 oil mat was completed September 26th.

The placing of sight posts was started the following week and completed October 17th. The posts were not painted until a price agreement had been made at a later date.

The contractor suffered a substantial loss on this project. This I believe was due to several factors: Bid price on several items was too low, increased haul costs on base material because of uphill climb, labor strikes, and the weather conditions that prevailed during the first three months of work.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
EB 13 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
Feb. 16, 1959

S-49 (3)
(CONTRACT NO.)

5082

(EST. NO.)

(CONTRACTOR)

5082
(VOUCHER NO.)

11 final
(WARRANT NO.)

Rogers Construction Co.
(AMOUNT)
(DATE)

3238

H236435

$ 12, 528.56 2/16/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 120 workdays from 3-1-58

Time Extensions: None

Completion Date: Nov. 21, 1958

Date Accepted: Dec. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 17, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Secretary

Warrant Mailed: FEB 17 1959

JC

NOTED ON CARD

m

RECEIVED
FEB 3 1959
FOR FILING

[illegible]

5082

Feb. 2, 1959

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
160 Pine St.
San Francisco 11, Calif.

Attn.: Mr. Sheridan J. McCarthy

Gentlemen:

State Highway Contract No. 5082 for grading and oiling on the John Day River-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County was completed by the contractor, Rogers Construction Company, on Nov. 21, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $12,528.56 will be released to the contractor on or after Feb. 13, 1959. The total contract amount is $417,924.17, of which amount $10,008.08 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Pallett, Fisher & Carle, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

FORM E-123-X 37.5M 10-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
[illegible] 1959
FOR FILING
8-49(3)
5082

December 29, 1958

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Attention Mr. Jack E. Copeland

Gentlemen:

Your letter of December 12, 1958 concerning a claim for underrun of equipment time, Items 6 through 12, on Contract No. 5082, John Day River-Hay Creek Section, Gilliam County, has been forwarded to this office for action.

Items 6 - 12 were bid for a total value of $13,040. The final amount due you for these items amounts to $5,200.50 (we have corrected your extensions of Items 7 and 8) for a total underrun of $7,839.50. You further itemize the moving-in costs for this equipment as $2,047.66, stating that the move was between Portland and the job. This figure was doubled to represent moving back to Portland for a total moving-in and out cost of $4,095.32. An analysis of the moving costs themselves follows:

Item 6 - transporting two motor graders to the job at $221 each is not supported by either mileage or rate per mile. The commercial rate for transporting a motor grader 145 miles would amount to 240 x $0.74 = $177.60 each. This compares to your cost of $221 each.

Item No. 7 appears to be fairly close to commercial rates.

Item No. 8 - moving three tractor-scraper combinations. You charge 11 hours at $20.15 each. The hour count appears fairly reasonable. However, you charge a rental rate of $20.15 compared to a bid price for self-powered scrapers of $12.00 per hour. You also make additional charge for the operator at $3.20 per hour whereas our specials provided for the $12.00 rate to be for fully-operated equipment.

NOTED

It appears that there is an error in your figures for moving-in costs. However, even using your figures of move-in costs and analyzing all units on which the equipment listed was used, one arrives at the following computations:

		Contract Amount	Final Amount
Items 6 - 12		$13,040.00	$ 5,200.50
Item 3	General Excavation	23,210.00	26,668.07
Items 4 - 5	Haul	4,240.00	3,672.64
Item 13	Finish Roadbed	772.00	736.00
Item 1	Clear, Grub	3,000.00	3,000.00
Item 26	Preparation of Base	2,006.00	2,006.00
		$46,268.00	$41,283.21

$$\frac{\text{Your move-in cost} \quad \$4,095.32}{\text{Contract amount as shown above} \quad \$46,268.00} = 8.85\%$$

The move-in costs represented 8.85% of the total contract bid items for which they were used!

$46,268.00 - $41,283.21 = $4,984.78

$4,984.78 x .0885 = $441.15

This $441.15 represents the pro-rated cost due to the underrun of Bid Items 6 - 12 based on your move-in figures. The pro-rated costs based upon revised move-in figures would amount to $350.

We therefore offer a settlement of this claim in the amount of $350. Please advise if this is satisfactory so that we may proceed with our final estimate.

Very truly yours,

Tom Edwards
Construction Engineer

FBK:jw

cc Forrest Cooper ✓
C. H. Maison
S. H. Probert
A. F. Parson

RECEIVED
DEC 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 12, 1958

SUBJECT: John Day River-Hay Creek Project
Contract No. 5082

To:

[illegible]
[illegible]
[illegible]

Herewith a claim from Rogers Construction Company in the amount of $2406.94, this item to pay the contractor for proportional moving in and out charges on his equipment and rental bid items numbered 6 - 12. This was occasioned by shortage of equipment hours actually used over those set up in contract.

Mr. McKinney has submitted the attached letter which he has figured the proportional charges against the entire job and has come up with the $694.44 figure. I believe Mr. McKinney's method of computing the claim is more realistic. However, there is a question in my mind wherein the contractor saved us considerable money by using larger equipment than was specified. He had a No. 12 Caterpillar Blade, D-8 dozer and I believe a 20-yard scraper. The use of this large equipment surely reduced work time. I would recommend that in the first go-around with Rogers that we try to settle for $694.44.

A. E. Pearson
Division Engineer

AEP:gb

REFERRED TO

CONSTRUCTION DIVISION
RECEIVED

NOTED ☐ ☐ ☐ ☐ ☐

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
DEC 19 1958
DIVISION OFFICE
LA GRANDE

Hermiston Oregon
Dec. 16, 1958

SUBJECT: Contractor - Rogers Constr.
Contract # 5082
Claim

To:

Mr. A.F.Parson,
Division Engineer,
La Grande Oregon.

Attached is a letter from the Rogers Construction Co. dated Dec. 12,1958 requesting additional payment of $ 2406.94 on the John Day River- Hay Creek project , contract # 5082 .

This amount is claimed because the final payment for Hours use of the equipment used on " Equipment Rental Bid Items 6 to 12 incl. was less than the anticipated income." And the figure is arrived at on the basis of increased cost for Equipment " Move in and Move out " by applying this cost to items 6-12 only. -- Per attached letter :

Cost to move In and Move out

2-Graders , 2 Tractors / Dozer , 3 Scrapers	$4095.32
Anticipated - Contract Bid Items 6 to 12	$ 13040.00
Final Amount Hrs.Used " " 6 to 12	5377.00 *
Difference	$ 7366.00

(* Correct amount 5200.50)

Claim - $\frac{\$ 4095.32}{\$ 13040.00}$ = 31.4% + $ 7366.00 = $2406.94

The above application of cost may be proper; however, this same equipment was necessary for, and used used for the work of other grading contract bid items, and it would seem to me that the " Move Percentage cost of equipment " should be based upon the Total need of the contract. (It was not special equipment brought in for the above items.)

Application to the Contract.

		Cont. Amount	Final Amount
Items	6- 12	$ 13040.00	$ 5200.50
"	3 Gen. Exc.	23 210.00	26668.07
"	4+5 Haul	4240.00	3672.64
"	13 Finish R/B slopes	772.00	736.00
"	16 Clearing Grubbing	3000.00	3000.00
"	26 Prep. of Base	2006.00	2006.00
		$ 46268.00	$ 41283.21

Move cost $\frac{\$ 4095.32}{\$ 46268.00}$ = 8.85 % percentage

$ 46268.00 - $ 41283.21 = $4984.78 + 8.85 % = $ 441.15 Inc. Cost.

I do not feel that this claim is proper , when based upon [illegible] premsis stated [illegible] the Claim letter. (Reference Standard Specifications 1.9.5 .

The equipment supplied by the Rogers Construction Co. for Items 6,7,and 8 was of "current type" and each exceeded the "minimum specifications" as set up in the contract governing H.P. rating and capacity. This was of the contractors election, and as a result the work planned was completed in good order. And it was completed in less hours time than it was estimated it would have taken with the base equipment.

As a result the final cost for the "Roadbed Grading and Widening " phase of the contract - Items 6 to 12 - reflected an underrun of 60.1 % . The total Contract Bid Items reflected an underrun of 5.2%.

Should favorable consideration be given to the Claim for the increase Move cost due to the reduction in Anticipated Bid income for the Items 6 to 12 only . the real amount would be approx. $ 597.44 ; namely $13040.7[illegible] ($5200.50) + 5.8% [illegible] 12.44 .

Please advise me of your conclusions, the Semi-Final Estimate was forwarded on December [illegible] .

F.C. McKinney, Res. Engr.

ROGERS CONSTRUCTION CO.

1060 N. E. GLISAN STREET
PORTLAND 16 OREGON

December 12, 1956

Mr. C. C. McKinney,
Resident Engineer
Oregon State Highway Department
Hermiston, Oregon

John Day River-Hay Creek Section
State Contract #5082, Our Job #[illegible]1

Dear Mr. McKinney:

With reference to the above contract, we are listing some items of hourly work that we bid on:

Item No. 6	Blade Grader	470 hrs @ 10.00 per hr	4,700.00
Item No. 7	Tractor and Dozer	160 hrs @ 12.00 per hr	1,920.00
Item No. 8	Self-Powered Scraper	330 hrs @ 12.00 per hr	3,960.00
Item No. 9	Front End Loader	160 hrs @ 8.00 per hr	1,280.00
Item No. 10	Air Compressor	90 hrs @ 5.00 per hr	450.00
Item No. 11	Jack Hammers	90 hrs @ 2.00 per hr	180.00
Item No. 12	Explosives	1100 lbs @ .50 per lb	550.00
			1[illegible],[illegible]0.00

The work consisted, however, of only the following hours for the equipment used:

Item No. 6	Blade Grader	222 hrs @ 10.00	2,220.00
Item No. 7	Tractor and Dozer	16[illegible] hrs @ 12.00	2,062.50
Item No. 8	Self-Powered Scraper	[illegible]2 hrs @ 12.00	1,084.00
Item No. 9	Front End Loader	None	
Item No. 10	Air Compressor	1½ hrs @ 5.00	7.50
Item No. 11	Jack Hammers	1½ hrs @ 2.00	3.00
Item No. 12	Explosives	None	
			5,377.00

The cost of moving in and moving out our larger pieces of equipment totaled $4,095.32 as shown on the attached sheet. This cost was spread over these original bid items to arrive at our low hourly rate on the equipment and totaled approximately 31.4% of the original amount. Since the hourly usage of this equipment was so greatly reduced, we feel that we should be compensated for our increased percentage cost due to the lower hourly usage. In applying the 31.4% rate to the actual usage of the equipment, our cost would be $1,688.38. We therefore feel that we should be reimbursed in the amount of $2,406.94 to defray this increased cost caused by the lack of anticipated bid income.

Very truly yours,

ROGERS CONSTRUCTION CO.

Jack E. Copeland

JEC/ch
Enc: 1
cc : A. F. Parsons, Division Engineer

Costs of moving equipment from Portland to Jobsite:

Item No. 6	2 Motor Graders, transported @ 221.00		442.00
Item No. 7	2 Tractor and Dozers, transported @ 275.60		551.20
Item No. 8	3 Tractors and Scrapers, 11 hrs ea. - 33 hrs @ 20.15		664.95
	Pickups for Flagmen - 66 hrs @ 1.50		99.00
			1,757.15

Labor:

3 Scraper Operators - 11 hrs each - 33 hrs @ 3.20	105.60	
6 Flagmen - 11 hrs each - 66 hrs @ 2.35	155.10	
	260.70	
Tax and Insurance 7.638%	19.91	
Health and Welfare 99 hrs @ .10	9.90	290.51
Total moving-in expense		2,047.66
Total moving-out expense		2,047.66
		4,095.32

Form E-1-

S-49 (3)
5082

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 28, 1958, 19

Section John Day River - Hay Creek

Kind of work Grading & Oiling

Highway Wasco-Heppner County Gilliam

Section prefix 111-1022 S-49 (3)

Contractor Rogers Construction Co.

Contract number 5082

Date of contract Dec. 5, 1957, 19

Specified work days 120 days beginning March 1. 1958

Date work started Dec. 27, 1957, 19

Work days used 100

Project authorization $ 470,797.88

Exclusive of engineering $ 437,318.92

Per cent of time elapsed 83.3 %

Estimated cost of completed project, exclusive of engineering $ 426,285.88

Estimated per cent o[illegible]r underrun 2.2 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 33,478.96

Engineering cost to date $ 34225.00, 102.2 %

Date project was completed Nov. 21, 1958, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed the work of " Painting Sight Posts. The project is completed.

The support data for the Semi- Final Estimate was forwarded to the Division Office.

CONSTRUCTION DIVISION
RECEIVED
DEC. 1 1958
NOTED-- CE ACE ACE OE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed C. C. McKinney

Address P.O. Box 542 Hermiston

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	Equipment Rental ~~MAINTENANCE~~ ~~MATERIALS~~	OIL AND BITUMINOUS MACADAM	Structures ~~PAVING~~
Miles in project	1.83	20.06	18.23	20.06	
Miles partially completed					
Miles completed	1.83	20.06	18.23	20.06	
Total estimated quantities (contract)	42,200	12,600		1530 T Asph 14,430 cy	250 cy
Total quantities corrected to date	48,487	113,847		1494 T Asph 14,380 cy	269.48 cy
Estimated quantities moved or placed to date	48,487	113,847			269.48 cy
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week					

Men none

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Fair		
Wednesday	Windy		
Thursday	Fair		
Friday	Fair		
Saturday			

[illegible]

FOR FILING

S-49 (3)

08-35.4

July 14, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-49(3)
John Day River-Hay Creek Section,
Wasco-Heppner Highway, Order for State
Force Work, Seeding and Disking
Estimated Total Cost $2,400.00
Federal Funds $1,440.00

Dear Sir:

We are approving the use of State force, requested in your letter dated July 2, 1958, as being in the public interest for following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the Order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to SHP

A

RECEIVED
JUL 14 1958
FOR FILING

3-49(3)

5082

July 11, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering repairing damage to roadbed and drainage caused by a cloudburst on the John Day River-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County, Contract No. 5082, in connection with Federal Aid Project No. 3-49(3).

On June 26, a cloudburst occurred causing damage to roadway and drainage. Due to the emergency nature work of clearing the roadway was done June 27. Work was started on other repair on July 2 in order to clear for and expedite contract work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

RECEIVED
JUL 7 - 1958
FOR FILING

S-49(3)

5082

July 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224 covering seeding and discing on the John Day River-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County, Contract No. 5082, in connection with Federal Aid Project No. S-49(3).

This work is necessary for erosion control on cut and fill slopes. The contractor is not equipped to do this work, while the State has the necessary equipment and experienced crews.

Your approval of this order on agreed unit price basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $2,400.00 with Federal participation of $1,440.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew
Encl.

Contract [illegible]882

RECEIVED
MAR 6 - 1958
FOR FILING

Monthly Transaction No. 3-24

Project Report No. S 49(3)

3882

Form [illegible] (5-29-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State Oregon

County Gilliam

Project No. S-49(3)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

John Day River-Hay Creek Section, from Sherman County Line to approx. 8 miles west of Condon on the Wasco-Heppner Highway (SH-300).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	11/15/57	-
Rights-of-Way		
Construction	11/15/57	20.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 470,335.70

Federal funds $ 291,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

Date executed by Division Engineer **March 4, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

John Day River - Hay Creek Section
Wasco-Heppner Highway
Gilliam County

NATURE OF WORK:

Grading and Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5082 5082 Rogers Construction Co. 12-5-57

DATE OF COMPLETION: 120 Workdays from 3-1-58

REMARKS:

Oregon State Highway Department

Federal Aid Secondary
Project No. S-49(3)

JOHN DAY RIVER-HAY CREEK SECTION OF THE WASCO-
HEPPNER HIGHWAY IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon   December 31, 1957

Type Code P.E.

Preliminary Engineering	All Required	$ 10,000.00

Type Code 5231
Roadway (Sta. 996+59 thru Equa. 1795+87.40 - 1815+06.01 to Sta. 2072+45)
(Contract No. 5082)

Clearing and Grubbing	All	Required		$ 3,000.00
Drainage Excavation, Unclassified	1,180	cu. yds.	$3.00	3,540.00
General Excavation, Unclassified	42,200	cu. yds.	.55	23,210.00
Short Overhaul	88,000	yd. sta.	.02	1,760.00
Long Overhaul	6,200	C-yd. sta.	.40	2,480.00
Blade Grader	470	hours	10.00	4,700.00
Tractor and Dozer	160	hours	12.00	1,920.00
Self-powered Scraper	330	hours	12.00	3,960.00
Front End Loader	160	hours	8.00	1,280.00
Air Compressor	90	hours	5.00	450.00
Jack Hammers	90	hours	2.00	180.00
Explosives	1,100	lbs.	.50	550.00
Finishing Roadbed and Slopes	1.93	miles	400.00	772.00
Rounding Outbanks	700	lin. ft.	.15	105.00
12-inch Corrugated Metal Pipe	100	lin. ft.	3.00	300.00
15-inch Corrugated Metal Pipe	70	lin. ft.	4.00	280.00
18-inch Corrugated Metal Pipe	460	lin. ft.	4.25	1,955.00
24-inch Corrugated Metal Pipe	160	lin. ft.	6.50	1,040.00
48-inch Corrugated Metal Pipe	44	lin. ft.	18.00	792.00
Salvaging Culvert Pipe	400	lin. ft.	3.00	1,200.00
Class "A" Concrete	250	cu. yds.	90.00	22,500.00
Metal Reinforcement	42,400	lbs.	.18	7,632.00
Coarse Crushed Material in Base	104,000	cu. yds.	1.70	176,800.00
3/4" - 0 Material in Base	20,600	cu. yds.	1.60	32,960.00
Sprinkling	4,660	M-gals.	2.50	11,650.00
Preparation of Base	20.06	miles	100.00	2,006.00
3/4" - 0 Material in Binder Course	2,330	cu. yds.	2.50	5,825.00
Furnishing and Placing Aggregates	12,100	cu. yds.	2.60	31,460.00
MC-2 Asphalt	380	tons	45.00	17,100.00
120-150 Asphalt	880	tons	43.00	37,840.00
RS-1 Asphalt	270	tons	45.00	12,150.00
Hand Placed Riprap	270	cu. yds.	5.00	1,350.00
Metal Guard Rail	750	lin. ft.	4.00	3,000.00
Metal Sight Posts	580	only	3.00	1,740.00
				$417,487.00
Flagging (57½% of Contractor's Cost)	All	Required		1,000.00
	Subtotal			$418,487.00

10% Engr. & Cont.	$ 41,848.70
Total	$460,335.70

Length of Roadway . . . . 20.055 miles
Cost of Roadway per mile. $22,953.66

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 6,000.00	$ 4,000.00
Roadway	460,335.70	285,000.00	175,335.70
	$470,335.70	$291,000.00	$179,335.70

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939

State Funds for Maint.; Chap. 529, laws, 1939

FORM E-123X 20M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

February 10, 1958

Columbia Basin Electric Co-operative, Inc.
Heppner, Oregon

Re: Columbia Basin Electric Co-op., Inc.
Power Line Adjustment
John Day River-Hay Creek Section
Wasco-Heppner Highway
Gilliam County

Gentlemen:

Bids on the above titled project were received December 5, 1957, and some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustment involves the relocation of approximately 15 poles between Stations 1820+00 and 1884+00.

It appears that these poles were located on private property under the terms of an unrecorded easement dated June 28, 1949, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. C. C. McKinney, P.O. Box 542, Hermiston, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Dean Swift
Mr. C. C. McKinney

RECEIVED
FEB 10 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 9 1957
FOR FILING

[illegible] (3)

5082

December 9, 1957

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5082 for stone base and oiling on the John Day River-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County.

This award was based on your bid of $417,487 which was the low bid submitted to the Commission the 5th day of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage

I-323(25) Union Ave.-42nd Ave. 1957
Illumination in Portland
#5083

STATE COPY I-323(25) 5083

Monthly transaction number 11-14	PR-2A 10-68 U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** (PPM 21-7) 10-31-69	County Multnomah
Modification number 1		Project number I-80N-1(7)0

(Formerly I-82-1(7)0)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on July, 1958, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 10,877	$ 0
Federal funds	$ 9,971.00	$ 0
Other revisions		

This modification is made for the following reasons:

Project being withdrawn from Interstate System and transferred to Primary System.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 31st day of October, 1969.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By F B Klaboe

Assistant State Highway Engineer
(Title)

By ______________________

(Title)

By ______________________

(Title)

By ______________________
(Division Engineer)

For: R. E. Simpson

USCOMM-DC 26364-P65

Contract 5083

RECEIVED JUL 21 1958 FOR FILING

Monthly Transaction No. 7-102

Project Report No. I-323(25)
7

Form 2
(9-1-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

te Oregon

County Multnomah

Project No. I-82-1(7)0

Old I-323(25)

5083 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini Union Ave. - 42nd Ave (Portland) Section - illumination N.E. Grand Ave., N.E. 16th Ave., N.E. 33rd Ave., N.E. 37th Ave. and N.E. 39th Ave. Ramps on U.S. 30.

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	8-6-57	0.000
Other (*Specify*)		

FUNDS

Estimated total cost of project	Federal funds
$ 11,517.00	$ 10,600.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By W. C. Williams

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40257

Oregon State Highway Department

Federal Aid
Project No. I-323(25)
(new) I-82-1(7)0

UNION AVENUE-42ND AVENUE SECTION (ILLUMINATION)

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 1, 1958

Type Code X030
Illumination (Sta. 29+70 to Sta. 32+90) (Sta. 103+20 to Sta. 118+40)
(Sta. 128+35 to Sta. 136+70) (Contract No. 5083)

Grand Avenue Ramp Illumination	All Required	$ 1,690.00
33rd Avenue Intersection Illumination	All Required	5,590.00
39th Avenue Intersection Illumination	All Required	3,190.00
	Subtotal	$10,470.00
	10% Engr. & Cont.	1,047.00
	TOTAL	$11,517.00

Length of Project 0.000 Mile

Federal Funds.	$10,600.00
State Funds.	917.00
	$11,517.00

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; / Chap. 529, Laws 1939
State Funds for Maint.: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid (25)
Project No. I-323(15)

UNION AVENUE-42ND AVENUE SECTION (ILLUMINATION)

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 4, 1957

Type Code Y030
Illumination (Sta. 29+70 to Sta. 32+90)(Sta. 103+20 to Sta. 118+40)
(Sta. 128+35 to Sta. 136+70)

Grand Avenue Ramp Illumination	All Required	$ 1,834.38
33rd Avenue Intersection Illumination	All Required	5,607.97
39th Avenue Intersection Illumination	All Required	3,668.76
	Subtotal	$11,111.11
	10% Engr. & Cont.	1,111.11
	Total	$12,222.22

Length of Project - - - - - - - - - - - 0.000 Mile

Federal Funds -	$11,200.00
State Funds -	1,022.22
	$12,222.22

RECEIVED
MAY [illegible]
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 7, 1958

(CONTRACT NO.) I-323(25)	(EST. NO.)	(CONTRACTOR)
5083	2 Final	W. R. Grasle Company

(VOUCHER NO.) 5083	(WARRANT NO.)	(AMOUNT)	(DATE)
9680	H211327	$1,063.98	5-7-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Dec. 19, 1957

Time Extensions: None

Completion Date: Apr. 10, 1958

Date Accepted: May 8, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: May 12, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 13 1958

NOTED ON CARD
em

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APR 25 1958

FOR FILING

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[illegible]

Apr. 24, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5083 for illumination installation on the Union Ave.-42nd Ave. Section of the Columbia River Highway in Multnomah County was completed by the contractor, W. R. Grasle Company, on Apr. 10, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,063.98 will be released to the contractor after acceptance by the Commission. The total contract amount is $10,539.33, of which amount $69.33 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

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em

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JAN 16 1958
FOR FILING

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January 15, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Re: Oregon Project I-323(25), Union Ave.-42nd Ave. Sec.,
T. H. Banfield Expressway (Illumination)

Your letter of January 3, regarding illumination on the subject project, sets forth comments from your Washington office in the matter of interchange illumination, with no provision being made for illumination of short intervening sections between such "spot" installations.

We are in full accord with the desirability of 100 per cent lineal illumination in the instance of urban freeways. In the instance of illumination of urban highway extensions, it has long been the policy of the Highway Commission to confine illumination to spot locations such as channelized intersections, interchanges, et cetera, feeling that lineal illumination is in effect street lighting and therefore the responsibility of the City. The question, of course, can be raised as to whether or not the facilities such as the Banfield Expressway can be catalogued as city streets and, therefore, that lineal illumination might be the responsibility of the Highway Commission.

In the city of Portland we do have the precedent with respect to a somewhat comparable facility in the instance of Harbor Drive, wherein the State, in the course of construction, provided necessary conduits, junction boxes, pole bases, et cetera, with the City caring for the installation of poles, luminaires, and power consumption costs for complete lineal illumination. Based more or less on the precedent established in the instance of Harbor Drive, it is our hope that the City will see fit to care for lineal illumination in the case of the Banfield Expressway. To date we have had no commitment that the City will care for such work; however, negotiations are still underway.

As part of the spot installations currently being made by the State, such conduit runs are being installed as would be needed for 100 per cent illumination, insofar as such conduit installations would be necessary to preclude any major pavement cuts, et cetera.

It is our intent to hold in abeyance any additional illumination pending decision on the part of the City as to whether it will or will not care for all or a portion of the additional illumination.

Very truly yours,

W. C. Williams
State Highway Engineer

FBC:dp hi
cc Mr. Forrest Cooper
Mr. F. B. Crandall
Mr. Ivan Merchant

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

January 3, 1958

PLEASE RETURN TO
FORREST COOPER

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-323(25), Union Ave.-
42nd Ave. Sec., T. H. Banfield Expressway
(Illumination)

Dear Sir:

We have a memorandum dated December 23, 1957 from the Washington office regarding plans for the above project. The following comments were offered for our consideration:

> "These plans show six separate groups of 3-light units each spaced about 150 feet apart and located in interchange areas. This planned lighting is reasonably appropriate for the specific ramp terminals, but that for the two easterly interchanges results in alternate lighted and unlighted sections, which arrangement normally is not considered good practice. Eastbound traffic passes through the three lights at 33rd Avenue, then a 1,200-foot unlighted section, another three lights on the near side of 39th Avenue, a 200-foot unlighted section under the structure and then through the last three lights on the far side. Westbound traffic would pass through three lights on the curved approach to the 33rd Avenue interchange, then a 900-foot unlighted section through the structure before reaching the far side three lights. The Grand Avenue installation is far enough removed to not be of concern."

While we realize that the contract for this project has been awarded, it has been suggested that we discuss the matter with you, particularly in connection with the two unlighted sections through the structures. Attention also should be given the 1,200-foot unlighted section between the 33rd and 39th Avenue interchanges. It has been learned that many States expect to completely light their high-volume urban freeways.

We would appreciate an expression of your opinion concerning the deficiencies noted and a statement as to intentions regarding continuous lighting on urban portions of the T. H. Banfield and other Portland freeways.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

RECEIVED
JAN 1 [illegible]
[illegible] DEPARTMENT
[illegible] DIVISION

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JAN 6 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

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5083

December 9, 1957

W. R. Grasle Company
437 N. W. 16th Avenue
Portland 9, Oregon

Dear Mr. Grasle:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5083 for Union Avenue-42nd Avenue Illumination on the Columbia River Highway in Multnomah County.

This award was based on your bid of $10,470 which was the low bid submitted to the Commission the 5th day of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage
P. M. Stephenson

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DEC 5 1957
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

I-222(25)

5183

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 20, 1957

Mr. Fred Fowler
Federal Highway Coordinator
Office of Director of Public Works
City Hall
Portland, Oregon

NOTED
G. S. PAXSON

Dear Mr. Fowler:

In response to your letter of November 5, 1957, I am sending to you under separate cover three copies of the plans and specifications for the Union Avenue-42nd Avenue Illumination project on the Banfield Freeway and also three copies of the plans and specifications for the N.E. 42nd Avenue-Troutdale section illumination project on the Banfield Freeway. You will recall that in our letter of November 4, 1957, we requested that the City of Portland assume responsibility for maintenance and electrical energy for the luminaire units within the City of Portland.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

[illegible]:kg
bc: G. S. Paxson

RECEIVED
NOV 21 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 7 1957
FOR FILING

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER

F. T. FOWLER
HIGHWAY ENGINEERING
CO-ORDINATOR

CITY OF PORTLAND
OREGON

November 5, 1957

Mr. W.C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Your communication under date of November 4th relative to the proposed illumination of interchanges on the Columbia River Highway (Banfield Expressway) within the city limits of Portland, has been received.

In order that this matter may be presented to the City Council for official action will you please furnish me with three sets of plans for both the section now in operation and the section to be contracted, together with specifications showing sizes of lighting units so that an estimate of cost to be borne by the City annually for current consumption may be determined.

Upon receipt of the above information the matter will be referred to the Council for action.

Yours very truly,

F. T. Fowler
Highway Engineering Coordinator

FTF:mkr

Copy sent
Mr. Crandall
with note
to furnish maps
to Mr. Fowler.
11/7/57

RECEIVED
NOV 7 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
NOV 5 1957
FOR FILING

November 4, 1957

Mr. Fred T. Fowler
Federal Highway Coordinator
Director of Public Works Office
City Hall
Portland, Oregon

Dear Mr. Fowler:

The State is currently planning to let to contract a project for the illumination of various interchanges on the Union Avenue-42nd Avenue Section of the Columbia River Highway. Approximately one year ago, illumination was installed on those interchanges from 42nd Avenue eastward.

When performing a lighting project within an incorporated city, it is the policy of the Highway Commission to request the city to assume the cost of the electrical energy. In these instances the State retains the maintenance of the physical installation. This letter is to request that the City of Portland assume the cost of power consumption for the existing mercury vapor luminaires located between the 42nd Avenue connection and the east city limits, and also for those mercury vapor luminaires to be installed between the Union Avenue and 42nd Avenue connections.

We thank you kindly for your attention to this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. C. H. Maison

LEG:pk:njs:gm

29-8307 Hebo-Dolph-Neskowin Rock 1957
Prod. Proj.
#5084

RECEIVED
1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 24, 1958

29-8307

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5084	5 final	Burch Gravel Company	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
29929	H 231843	$ 4.26	12/24/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Don Weisenbaus
ACCOUNTING DIVISION

Specified completion date: **90 workdays from 3-1-58**

Time Extensions: **None**

Completion Date: **May 14, 1958**

Date Accepted: **June 19, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Dec. 26, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary
C. W. Head
By C. W. Head
Ass't. Secretary

Warrant Mailed:

JC

NOTED ON CARD
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RECEIVED
AUG 2? 1958
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W. C. WILL

August 21, 1958

CONTRACT NO. 5084

5834

FINAL COST ANALYSIS
HEBO-DOLPH-NESKOWIN
Rock Production
Contractor: Burch Gravel Company
Resident Engineer: Kenneth E. Bartel

OREGON COAST HIGHWAY
Prefix: 29-8307

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
					$	$
1¼"-0 Cr.Rock in Stockpile	1,995.1	Cu.Yd.	1.70	1.74	3,469.89	3,391.67
3/4"-0 Cr.Rock in Stockpile	1,530.4	Cu.Yd.	1.90	1.91	2,923.06	2,907.76
½"-¼" Cr.Rock in Stockpile	3,781.7	Cu.Yd.	1.95	1.91	7,227.89	7,374.32
5/16"-#10 Cr.Rock in Stockpile	1,531.3	Cu.Yd.	3.50	2.63	4,022.23	5,359.55
¼"-0 Cr.Rock in Stockpile	5,291.2	Cu.Yd.	2.25	1.96	10,365.13	11,905.20
						$ 30,938.50
Oil Aggregate Purchased by Bureau of Public Roads & del.to Mt.Hebo	400	Cu.Yd.	6.50	4.74	1,897.33	2,600.00
Reject Rock Sold to State Maintenance Dept.	2,759	Cu.Yd.	.50	.21	582.70	1,379.50
					$ 30,488.23	$ 34,918.00

Gross Revenue	$ 34,918.00
Total Cost	30,488.23
Profit	$ 4,429.77

Net Profit Equals 12.7% of Gross Revenue

OFFICE

CONTRACT NO. 5084 HEBO-DOLPH-NESKOWIN

Detail of Cost

Labor:		
Supervision	$ 1,675.00	
Labor	7,896.33	
Labor Insurance	971.49	$ 10,542.82
Equipment Rentals and Miscellaneous Supplies:		
Equipment Rentals - Owned	$ 8,540.00	
Equipment Rentals - Hired	4,321.97	
Gas, Oil and Grease	2,753.27	
Bond	238.13	
P.U.C.	285.00	
P.L. & P.D. Insurance	119.64	
Freight and Cartage	712.63	
Royalty on Rock	1,596.16	
Small Tools and Misc. Supplies	605.15	
Home Office and General Overhead	773.46	19,945.41
		$ 30,488.23

CONTRACT NO. 5084 HEBO-DOLPH-NESKOWIN

Remarks:

This was a State project for crushing and stockpiling 14,130 cu.yds. of rock for Maintenance. The contract was bid and awarded December 15, 1957. Work started February 3, 1958 and the project was completed May 14, 1958.

The Contractor moved in a TD-9 tractor and dozer and the operator, and started stripping the quarry site on February 3, 1958. After the stripping was completed a ripper was placed on the tractor and the rock was broken up by this process until the rock became too hard to rip with the small tractor. The Contractor hired a TD-18 and placed the ripper attachments on this machine, with good results. The material was pushed over the side of the cliff to be picked up and hauled to the crushing plant.

The Contractor moved in his portable crushing plant to the privately owned quarry February 17, 1958, and started crushing rock March 3, 1958. Equipment used at quarry was one 3/4 cu.yd. shovel, one TD-18 tractor and dozer with ripper, and one 8 cu.yd. truck. At plant setup a three crusher crushing plant, one jaw crusher, one concrete crusher, and one set of rolls. One 8 cu.yd. truck was used to haul the crushed rock to the stockpile and one ½ cu.yd. shovel with a clam shell bucket used for stockpiling.

Fair progress was made on the crushing. A total of 14,130 cu. yds. of oil rock crushed and stockpiled for State use, 400 cu. yds. of oil rock crushed and hauled to Mt. Hebo road for the Bureau of Public Roads, and 2,759 cu. yds. rejects picked up at the crusher and hauled by the State Maintenance crew, making a total of 17,289 cu. yds. in 427 hours for an average of 40 cu. yds. per hour, which was good production for a small plant and a small crew of men.

The Contractor having fair bid prices, good equipment, personal supervision , coupled with the extra material, produced at a very good price, realized a good profit.

M.N. Juve
Chief Cost Analyst

By:

George Kayser

RECEIVED
JUL 24 1958

FOR FILING

39-8-207

50·84

July 24, 1958

CERTIFIED MAIL

American Automobile Insurance Co.
Box 1531
Portland, Oregon

Gentlemen:

State Highway Contract No. 5084 for Hebo-Dolph-Neskowin Rock Production Project on the Oregon Coast, Three Rivers and Little Nestucca Highways in Tillamook County was completed by the contractor, Burch Gravel Company, on May 14, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $4.26 will be released to the contractor on or after August 4, 1958. The total contract amount is $30,938.50, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. This notice supersedes and cancels our letter to you dated July 11, 1958.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: C. R. Rathbun, Agent
1220 S. W. Columbia
Portland, Oregon

NOTED ON CARD
em

Form E-1--10M--12-56

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 15, 19 58

Section Hebo - Dolph - Neskowin

Kind of work Rock Production

Highway Oregon Coast County Tillamook

Section prefix 29-8307

Contractor Burch Gravel Co.

Contract number 5084

Date of contract Dec. 5, 19 57

Specified work days 90

Date work started Feb. 3, 19 58

Work days used 51

Project authorization $ 35718.75

Exclusive of engineering $ 33178.75

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 33178.75

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2540.00

Engineering cost to date $ 2825.00, 111.1 %

Date project was completed May 14, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor crushed Monday thru Wednesday, completing all required crushing by Wednesday afternoon. All rock piles have been remeasured except the last two. The contractor has began to dismantle the crusher and anticipates having all his equipment off the area by approx. May 24, 58.

RECEIVED
MAY 19 1958
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

CONSTRUCTION DIVISION
RECEIVED
MAY 19 1958
NOTED E | y | B | ☐ | R
CE ACE ACE COE

Signed Kenneth E. Barrett

Address Salem, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			11,500 c.y.		
Total quantities corrected to date			"		
Estimated quantities moved or placed to date			14,400 c.y.		
Average daily quantities			150		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			9		
Average force on project for week			7		
Men			2		
Supervision			1		
Men and trucks under 3 tons			2		
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels 1, Power graders ....; Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		Project completed this day.
Thursday	"		
Friday	"		
Saturday			

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JUL 7 - 1958
FOR FILING
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March 26, 1958

Mr. B. A. McPhillips
Assistant Manager
The United States National Bank of Portland
McMinnville Branch
McMinnville, Oregon

Dear Mr. McPhillips:

Thanks very much for your letter of March 25, 1958 regarding payments to Burch Gravel Company in connection with State Highway Contract No. 5084, Hebo-Dolph-Neskowin Rock Production Project, Tillamook County.

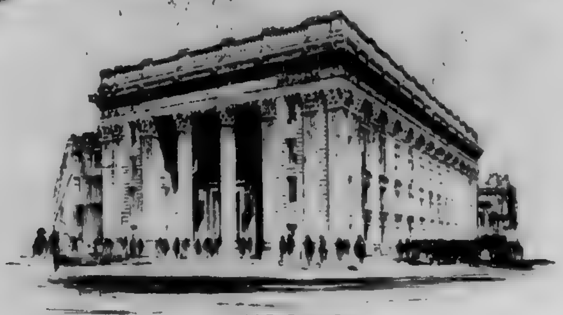
We will be glad to comply with your request, and will mail all warrants in payment for work performed under this contract directly to Burch Gravel Company until advised to the contrary.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)



HEAD OFFICE

McMINNVILLE BRANCH
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

McMINNVILLE, OREGON

March 25, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This will confirm our telephone conversation this afternoon in which we stated it would be satisfactory for you to transmit directly to the Burch Gravel Company a check on State Highway Contract No. 5084.

We also refer to your letter of March 18 regarding your receipt of our assignment of this contract from Burch and advising us that we should secure the consent of the bonding company to the assignment. Until such time as we take steps to actually secure such consent from the American Automobile Insurance Company who are carrying the bond, it will be in order for you to transmit checks on this contract directly to the Burch Gravel Company.

Very truly yours,

B. A. McPhillips
Assistant Manager

BAM:pjm

RECEIVED
MAR 26 1958
OREGON
STATE HIGHWAY COMMISSION

HEAD OFFICE

McMINNVILLE BRANCH
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

McMINNVILLE, OREGON

March 25, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This will confirm our telephone conversation this afternoon in which we stated it would be satisfactory for you to transmit directly to the Burch Gravel Company a check on State Highway Contract No. 5084.

We also refer to your letter of March 18 regarding your receipt of our assignment of this contract from Burch and advising us that we should secure the consent of the bonding company to the assignment. Until such time as we take steps to actually secure such consent from the American Automobile Insurance Company who are carrying the bond, it will be in order for you to transmit checks on this contract directly to the Burch Gravel Company.

Very truly yours,

B. A. McPhillips
Assistant Manager

BAM:pjm

RECEIVED
MAR 26 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL [illegible] - 1958
FOR FILING

[illegible]

[illegible]

March 18, 1958

Mr. B. A. McPhillips
Assistant Manager
The United States National Bank of Portland
McMinnville Branch
McMinnville, Oregon

Dear Mr. McPhillips:

I have just been handed by our Requisition Supervisor, Mr. Lowell Shinn, your letter of March 17, 1958, together with the original and one copy of an assignment of claim whereby Burch Gravel Company assigns to the United States National Bank of Portland, Oregon, McMinnville Branch, all proceeds of State Contract No. 5084.

This assignment appears to be satisfactory, but before we can honor it, it will be necessary for us to have a letter from the surety on the bond furnished by Burch Gravel Company consenting to the assignment without prejudice to the bond.

The contract to which you refer is described as rock production project on the Hebo-Dolph-Neskowin Section of the Oregon Coast, Three Rivers and Little Nestucca Highways, Tillamook County. The performance bond furnished by the contractor was written by the American Automobile Insurance Company, for whom C. R. Rathbun is the local agent with offices at 1220 S. W. Columbia Street, Portland, Oregon. If you will have this company drop us a line advising that they consent to the assignment without prejudice to the bond, we will be glad to honor the assignment and future payments will be made to the bank in conformity with the provisions of the assignment. I would suggest that the surety's consent be obtained immediately so that any payment that is now due the contractor may be assigned to the bank; otherwise, we will have to mail the warrants directly to Burch Gravel Company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)

HEAD OFFICE

McMINNVILLE BRANCH
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

McMINNVILLE, OREGON

March 17, 1958

REFERRED TO
Shinn
C. H. M[illegible]ON, Auditor

State Highway Department
Salem,
Oregon

Attention Lowell E. Shinn
Requisition Supervisor
Accounting Division

Gentlemen:

We are enclosing herewith Assignment of Claim in duplicate covering all proceeds of State Contract No. 5084 executed by the Burch Gravel Company.

Will you kindly acknowledge receipt of this Assignment on the enclosed copy of this letter.

Very truly yours,

B. A. McPhillips
Assistant Manager

PJM
Enclosures

A-204—2M—11-53

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ONE DOLLAR -

($1.00) Dollars, to be paid, we hereby sell, assign and transfer the within claim for all proceeds of State Contract No. 5084

to United States National Bank of Portland (Oregon) at its McMinnville Branch and authorize and empower said Bank to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O.C.L.A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 17th day of March, 19 58

Executed in the presence of us as witnesses:

Peggy J. Mathews

BURCH GRAVEL COMPANY

BY: B. S. Burnt

State Printing 71156

A-204—2M—11-53

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ONE DOLLAR -

($1.00) Dollars, to be paid, we hereby sell, assign and transfer the within claim for all proceeds of State Contract No. 5084

to United States National Bank of Portland (Oregon) at its McMinnville Branch and authorize and empower said Bank to act as agent for us

and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O.C.L.A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 17th day of March, 19 58

Executed in the presence of us as witnesses:

Peggy J. Mathews

BURCH GRAVEL COMPANY

BY: B. S. Burch

State Printing 71156

RECEIVED
DEC 9 1957
FOR FILING

[illegible]

[illegible]

December 9, 1957

Burch Gravel Company
Route 1
Sheridan, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5084 for the Hebo-Dolph-Neskowin Rock Production Project on the Oregon Coast, Three Rivers and Little Nestucca Highways in Tillamook County.

This award was based on your bid of $31,750 which was the low bid submitted to the Commission the 5th day of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage

30-8323 Hermiston Rock Prod. Proj. 1957

#5085

RECEIVED
JAN [illegible]

FOR FILING
30-8323

5085

W. C. Williams

NOTED
W. C. WILLIAMS

January 6, 1959

FINAL COST ANALYSIS
Rock Production
Cartwright Construction Co.
Resident Engr: C. C. McKinney

Hermiston Rock Production Project
Contract No. 5085

Three State Highways
Prefix No. 30-8323

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/8"-1/4" Cr. Mat'l in S.p.	7,116.2	Cu.Yd.	2.89	4.60	32,781.04	20,565.82
1/4"-#10 Cr. Mat'l in S.P.	5,209	Cu.Yd.	2.88	4.60	23,995.45	15,001.92
PA#1 3/8"-1/4" Cr. Rock	32.5	Cu.Yd.	2.00	3.06	99.48	65.00
PA#1 1/4"-#10 Cr. Rock	281.7	Cu.Yd.	2.00	3.06	862.20	563.40
Haul Adj. (Favor of State)		Yd.Mi.	.10			-.34
Haul Adj. (Favor of Contr.)	509	Yd.Mi.	.12			61.08
					$57, 738.17	$36, 257.22

Total Cost	$ 57,738.92
Gross Revenue	36,257.22
Net Loss	$ 21,481.70

Net Loss equals 58.81% of Gross Revenue

RECEIVED
JAN 7 1959
OFFICE OF
STATE HIGHWAY ENGINEER

CRUSHING BREAKDOWN

	Quantity	Unit	Cost	Unit Cost
Move in and set up	12,639.4	Cu.Yd.	2,591.24	0.205
Feed Crusher	12,639.4	Cu.Yd.	12,340.62	0.976
Crushing	12,639.4	Cu.Yd.	23,753.79	1.879
Total Cost	12,639.4	Cu.Yd.	38,685.65	3.060
Haul to Stockpile	12,325.2	Cu.Yd.	13,639.54	1.100
Stockpile crushed material	12,325.2	Cu.Yd.	5,412.98	0.439

Total cost per yard, crushed, hauled, and stockpiled - $4.60

The crushing plant operated 673.5 hours for an average production of 18.76 cubic yards per working hour.

DETAIL OF COSTS

Labor:		
Labor and Supervision	13,921.60	
Labor Insurance	491.16	
Health and Welfare	246.49	14,659.25
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	24,204.04	
Equipment Rental, Hired	11,854.45	
Gas, Oil and Grease	3,048.38	
P.U.C.	313.57	
Move in and set up	1,467.08	
Small Tools and miscellaneous supplies	487.79	
Bond	245.22	
Home Office and General Overhead	1,458.39	43,078.92
Total Cost		$ 57,738.17

Remarks:

This was a "State Project" consisting of furnishing 12,639.4 cubic yards of crushed materials in stockpiles for later use by the State in connection with maintenance operations on the Hermiston Section on three State Highways in Umatilla County.

This project was bid and awarded on December 5, 1957 and completed September 3, 1958.

This contractor was already operating a screening plant for the Umatilla Rock Production Project, Contract No. 5134, in a gravel deposit 0.1 mile south of M.P. 183.2 on the Columbia River Highway when he decided to crush for this project. He set up his crushing plant to run simultaneously with the screening process to reclaim the oversize waste material for crushing.

The contractor began crushing operations on Monday, May 26th, ran two and a half days and then had to shut down for repairs to the cone crusher. Repairs were made and operations resumed the following Monday morning, and he continued making fair progress with the exception of minor and short delays.

The contractor worked one 8 hour day shift until July 28th, then changed to two 8 hour shifts, five days per week. This step was necessary in order to complete the project within the allotted number of work days.

Hauling of the crushed materials to stockpile sites was done with a 20-cubic yard capacity semi-bottom dump truck. This unit was hired by the contractor. One unit was all that was required to haul material, and this unit could more than handle all the material produced.

The screening project was completed during the week of July 18th and the screens were then changed over to be used as scalping screens in the crushing process.

The contractor suffered a very heavy loss on this project. This was due to several causes. It is to be noted that the hauling alone cost $11,854.45 and that the contractor had to haul free load for five miles before arriving in the vicinity of the original location of the contract, and this amounted to over 6,000 miles of unnecessary hauling. Secondly, the crusher had several short breakbowns which contributed to the loss in production and loss of labor, which cost $21.75 per hour or $1.16 per yard produced. The productive capacity of the plant was too little to support the labor and other equipment needed to operate.

The bid price was far too low for this crushing plant which in itself was too small to handle this project.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
DEC 1 1958
FOR FILING

files

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 26, 1958

[illegible]
(CONTRACT NO.)

(EST. NO.)

(CONTRACT0R)

5085
(VOUCHER NO.)

6-F
(WARRANT NO.)

Cartwright Construction Co.
(AMOUNT) (DATE)

27368

H 229283

$ 1,147.29 11/26/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhaus
ACCOUNTING DIVISION

Specified completion date: 120 workdays from Mar. 1, 1958.

Time Extensions: None

Completion Date: Sept. 3, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Nov. 28, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:
NOV 28 1958

NOTED ON CARD

A

RECEIVED
NOV 14 1958
FOR FILING

[illegible]

5085

Nov. 13, 1958

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5085, for rock production on the Hermiston Section of three State highways in Umatilla County was completed by the contractor, Cartwright Construction Co., on Sept. 3, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $1,147.29 will be released to the contractor on or after Nov. 24, 1958. The total contract amount is $36,257.22, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M—12-56

A

30-8323

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 5, 1958

Section Hermiston

Highway Three Highways County Umatilla

Contractor Centennial Construction Co.

Date of contract Dec 5, 1957

Date work started May 7, 1958

Project authorization $ 40,907.25

Exclusive of engineering $ [illegible]

Kind of work Rock Production

Section prefix [illegible]-8323

Contract number 5085

Specified work days 110 Beginning March 1, 1958

Work days used 108

Per cent of time elapsed 98.5 %

Estimated cost of completed project, exclusive of engineering $ 36,900.00

Estimated per cent overrun or underrun - %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2,900.96

Engineering cost to date $ 2550.00, 88 %

Date project was completed Sept 3, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor worked on Sunday and Monday Aug 31st and Sept 1st respectivily and finished production on Aug [illegible]. Dressing and shaping of stockpiles was completed Sept 2. Crushing Plant is being disassembled and work of cleaning up of site is underway. Field crew working on Pile remeasure.

CONSTRUCTION DIVISION
RECEIVED
SEP - 8 1958
NOTED
CE ACE ACE CCE

Signed C. C. McKinney

Address P.O. Box 542 Hermiston Oregon

NOTED
C. E. PAULSEN

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			12600		
Total quantities corrected to date			12600		
Estimated quantities moved or placed to date			10000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			7		
Average force on project for week			15		

Men	10
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	2
Men and tractors	2

Equipment used during week: Shovels ...., **Power graders** ...., **Rollers** ...., **Mixers** ...., **Crushing or screening plants** ....1....

Compressors ...., **Bulldozers** ....2...., **Compaction rollers** ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

FORM E-123 RECEIVED
JUN 27 1968

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

50-8323

REFERRED TO [illegible] BY SECRETARY

Jan. 30, 1958

5145

Cartwright Construction Co.
Durkee
Oregon

Gentlemen:

We received in the mail this afternoon duplicate copies of Contract No. 5085 that you returned in compliance with our request of January 24, 1958. This contract was awarded to you December 5, for rock production on the Hermiston Section of three State highways in Umatilla County.

This contract was made in the name of J. L. Cartwright and R. A. Cartwright, Copartners, as you listed the names of the copartners in this manner in your Proposal for this work. We note, however, that the contract has been signed by Richard Cartwright rather than R. A. Cartwright.

Will you please send us a statement that Richard Cartwright and R. A. Cartwright are one and the same person? You may reply by making such statement at the bottom of this letter, if you wish. Enclosed is stamped, addressed envelope for your reply.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

Dear Sir:

R. A. Cartwright usually signs his name Richard Cartwright, and they are the one and same person.

In looking back to former contracts they too have been made out R. A. Cartwright and signedd Richard. In bringing this to our attention we will watch this more carefully in the future.

Sincerely,

Cartwright

2/4/58

RECEIVED
DEC 9 1957
FOR FILING

[illegible]

[illegible]

December 9, 1957

Cartwright Construction Company
Durkee
Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5085 for the Hermiston Rock Production Project on three highways near Hermiston in Umatilla County.

This award was based on your bid of $36,362 which was the low bid submitted to the Commiss on the 5th day of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage

34-1609 Beaverton Traffic Signals 1957

#5086

C9A
1921
12

RECEIVED
MAY 14 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date) May 7, 1958

(CONTRACT NO.) 34-1629 (EST. NO.) (CONTRACTOR)

5086 2 Final Trowbridge Electric Company

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

9885 H211530 $ 610.75 5-7-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from Dec. 19, 1957

Time Extensions: None

Completion Date: Apr. 16, 1958

Date Accepted: May 8, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: May 12, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

MAY 13 1958

NOTED ON CARD

RECEIVED
APR 28 1958
FOR FILING

Apr. 25, 1958

CERTIFIED MAIL

St. Paul Fire & Marine Insurance Co.
Pacific Dept.
200 Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 5086 for traffic signal installation on the Beaverton Section of the Beaverton-Hillsdale Highway in Washington County was completed by the contractor, Trowbridge Electric Company, on April 16, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $610.75 will be released to the contractor after acceptance by the Commission. The total contract amount is $3,490.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

NOTED ON CARD
em

RECEIVED
DEC 13 1957
FOR FILING

34-1609

216

file

Salem, Oregon
December 12, 1957

MISC. CONTRACTS and
AGREEMENTS No. 1721

Traffic Signal Agreement
City of Beaverton

247

Mr. C. G. Swenson
Engineer, County & City Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Beaverton covering the installation of traffic signals at the intersection of Broadway and Hall Streets in the City of Beaverton.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Beaverton.

Very truly yours

Secretary

rn

A. H. ROSSI
MAYOR

COUNCILMEN
R. W. BOYD
H. C. MILLER
L. E. PARKER
W. CAMERON

[illegible] 12/5

City of Beaverton
City Hall — Phone MI 4-2191
BEAVERTON, OREGON

ALICE B. MARTIN
[redacted]
MUNICIPAL JUDGE

DEPARTMENT HEADS
ROBERT D. MALSEY
SUPERINTENDENT
C. L. McCARTHY
CHIEF OF POLICE
DR. C. E. MASON
HEALTH OFFICER
DAVID E. LOFGREN
ATTORNEY
A. V. OLSON
FIRE CHIEF
V. DIMLER
PLUMBING INSPECTOR

1 extra copy in suspense

December 4, 1957

Mr. G. S. Paxson,
Assistant State Highway Engineer,
State Highway Department,
Salem, Oregon.

Dear Sir:

With this letter I am delivering at our counter to your representative Warrant No. 2548 in the sum of $1,750.00, as suggested in your letter of December 3, 1957 delivered to us by your representative.

This sum is for one half the estimated cost of traffic signal installation at Broadway and Hall Streets.

Very truly yours,

CITY OF BEAVERTON

By

Recorder

12/4
Notified Swenson and
handed check to
Don Taylor.

AUTHORIZED BY HIGHWAY COMMISSION
DATE June 27, 1957 – item 4 f-4, page 35 of the minutes

Secretary

Ⓐ

sign 2 copies

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Dec 4 1957

Ⓐ

RECEIVED
DEC 9 1957
FOR FILING
[illegible]
[illegible]

December 9, 1957

Trowbridge Electric Company
622 S. E. Jackson
Roseburg, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, awarded to you State Highway Contract No. 5086 for Beaverton Traffic Signals on the Beaverton-Hillsdale Highway at Hall Street and Broadway Avenue in Beaverton, in Washington County.

This award was based on your bid of $3,490 which was the low bid submitted to the Commission the 5th day of December for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edward
S. H. Probert
R. G. Savage
P. M. Stephenson

RECEIVED
DEC 5 1957
FOR FILING

34-16[illegible]
[illegible]

December 3, 1957

Mr. A. H. Rossi, Mayor
City of Beaverton
Beaverton, Oregon

Dear Mr. Rossi:

On this date a representative of the Traffic Engineering Division called you in regard to the proposed traffic signal installation at the intersection of Broadway and Hall Streets in the city of Beaverton.

As was explained by our representative, it was the original intent of the agreement, which has been signed by you and the City Recorder, to require with the signed agreement submission of the City's check for one-half the estimated cost of the installation. This is in keeping with the standard policy of the State Highway Commission wherein advance deposits are required on all cooperative State-City traffic signal installations.

It will be necessary that your check be received prior to the award of the contract. It is planned to call for bids on this installation at the meeting of the State Highway Commission on Thursday, December 5, 1957. To expedite this matter, it is suggested that you immediately submit your check for $1,750. The check and signed agreement will then be presented to the State Highway Commission for its approval and the contract can be awarded. Subsequently, the agreement will be amended to care for submission of the check.

Your prompt attention to this matter will be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:kg:gm

RECEIVED
SEP 18 1957
FOR FILING

34-1669

5086

R

September 18, 1957

Hon. A. H. Rossi
Mayor, City of Beaverton
Beaverton, Oregon

Dear Mr. Rossi:

Upon receipt of your letter of September 13, 1957, regarding installation of a signal at the intersection of the Beaverton-Hillsdale Highway with Hall Street, I contacted our Engineering Division and ascertained that the agreement with the City covering this installation is now being prepared and it is anticipated that it will be presented to you by our County and City Relations Engineer within the next week or so. Incidentally, I was also informed that it is planned to advertise this project for bids to be received by the Highway Commission at its next regular meeting October 31-November 1, 1957, provided the agreement ~~was~~ executed by the City by that time.

I believe I informed you previously that the Commission's approval of this project was contingent upon the City contributing 50% of the cost involved, and to agree to maintain the signal at the City's expense and to furnish electrical energy to operate it. The estimated cost of the installation is approximately $3,500. The contract for the installation cannot be awarded until the City has deposited one-half of such amount with the Highway Commission.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HDG:dc

H. ROSSI
MAYOR

COUNCILMEN

R. W. BOYD
H. C. MILLER
L. E. PARKER
W. CAMERON

City of Beaverton

City Hall — Phone MI 4-2191
BEAVERTON, OREGON

ALICE B. MARTIN
RECORDER-TREASURER
MUNICIPAL JUDGE

DEPARTMENT HEADS

ROBERT D. MALSEY
SUPERINTENDENT
C. L. McCARTHY
CHIEF OF POLICE
DR. C. E. MASON
HEALTH OFFICER
DAVID E. LOFGREN
ATTORNEY
A. V. OLSON
FIRE CHIEF
V. DIMLER
PLUMBING INSPECTOR

September 13, 1957

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We had previous correspondence with your commission concerning signal light at the intersection of the Beaverton-Hillsdale Highway with Hall Street (Beaverton-Tualatin Highway) and the city sharing costs of such an installation.

Unless part of our file is missing the last correspondence we have is letter under date of July 5th from your department advising appropriate written agreement would be prepared in your office.

Please advise the status of this matter as the need is urgent and the city is willing to pay their share.

Very truly yours,

CITY OF BEAVERTON

By Rossi

Mayor

ahr/m

ANSWERED
H. B. GLAISTER

RECEIVED
SEP 1[illegible]
STATE [illegible]

RECEIVED
JUL 16 1957
FOR FILING

34-1609

5086

151

July 5, 1957

Hon. A. H. Rossi, Mayor
City of Beaverton
City Hall
Beaverton, Oregon

Dear Mr. Rossi:

The State Highway Commission at its meeting on June 27, 1957, considered your request for the installation of traffic signals at the intersection of the Beaverton-Hillsdale Highway with Hall Street in your City, which point is the intersection of the Beaverton-Hillsdale and Beaverton-Tualatin Highways.

The Engineer advised that an investigation was made of the conditions that obtain at this intersection and it was found that they exceed the minimum warrants for signalization of urban intersections. He recommended installation of a fixed-time traffic signal at an estimated cost of $3,500 on the condition that the City of Beaverton will contribute 50 percent of this expense, will maintain the signal and will furnish electrical energy to operate it at no cost to the State.

You will be pleased to know that the Commission adopted the recommendation. The matter will be covered by appropriate written agreement which will be prepared in this office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG/dp
cc: F. B. Crandall

P

RECEIVED
JUN 5 1957
FOR FILING

4-f-3

34-1169
50P6

June 5, 1957

Oregon State Highway Commission

Gentlemen:

We have received a request from Mr. A. H. Rossi, Mayor of the City of Beaverton, for the installation of traffic signals at the intersection of the Beaverton-Hillsdale and Beaverton-Tualatin Highways in the city of Beaverton. Investigation discloses that conditions at this intersection exceed the minimum warrants for signalization of urban intersections.

It was also found that a very heavy left-turn movement at this intersection would seriously reduce the capacity of the intersection under signal operation. By prohibition of parking on the northerly side of the Beaverton-Hillsdale Highway on both sides of the intersection, it would be possible to gain additional lane space and thereby offset the capacity deficiency. Mr. Rossi has been contacted in this regard and has signified that the City is willing to prohibit parking over the necessary section.

It is recommended that a fixed-time traffic signal be installed at this intersection at an estimated cost of $3,500. Sufficient funds have been provided in the 1957 Minor Betterment Budget for Traffic Signal Projects to be Selected to cover the cost of the installation, which, under standard policy, shall be shared equally by the City and the State, with the City caring for the maintenance and power consumption. The City has indicated that it will cooperate.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. C. H. Maison
Mr. F. B. Crandall

VPJ:kg fn

P

VE
24 1957
OR FILING
34-1609
5086

May 23, 1957

Mr. A. H. Rossi, Mayor
City of Beaverton
City Hall
Beaverton, Oregon

187

Dear Mayor Rossi:

I have your letter of May 21 advising of the City's willingness to share the cost of the installation of a signal at the intersection of Broadway Avenue and Hall Street, which is the intersection of Oregon Routes 10 and 217. Our estimate of the City's share of this cost is $3,500.

In our letter to you of April 4, we explained that the signalizing would not be effective unless parking were prohibited on the northerly side of Broadway for a distance of 97 feet each way from the intersection. Although your letter of May 21 did not specifically mention this subject, I am assuming that you were willing to go along with our recommendation and will prepare the necessary agreements upon that basis. I would appreciate it if you would advise me if I am in error in this assumption.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. F. B. Crandall

A. H. ROSSI
MAYOR

COUNCILMEN

R. W. BOYD
H. C. MILLER
~~N. L. THOMAS~~
L. E. PARKER

City of Beaverton

City Hall — Phone MI 4-2191
BEAVERTON, OREGON

ALICE B. MARTIN
RECORDER-TREASURER
MUNICIPAL JUDGE

DEPARTMENT HEADS

ROBERT D. MALSEY
SUPERINTENDENT
C. L. McCARTHY
CHIEF OF POLICE
DR. C. E. MASON
HEALTH OFFICER
DAVID E. LOFGREN
ATTORNEY
A. V. OLSON
FIRE-CHIEF
MILTON KEYSER
PLUMBING INSPECTOR

May 21, 1957

State of Oregon, State
Highway Department,
Salem, Oregon.

Attention: Mr. G. S. Paxson

Gentlemen:

Following up our communication of April 5th, concerning the installation of a signal light at the intersection of Hall Street with Broadway within the City of Beaverton, this matter was taken up with the city council at regular meeting May 13th, and they are in agreement that the city will share in the cost of installation charges.

Please present the matter to the State Highway Commission for consideration.

Very truly yours,

CITY OF BEAVERTON

By A H Rossi

Mayor

arh/m

P.S. We will have the money after July 1st, but would appreciate your giving this immediate attention and thank you for your courtesy and cooperation.

AHR.

RECEIVED
MAY 23 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 26 1957

FOR FILING

34-1669

5066

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22, 1957

SUBJECT: Proposed Traffic Signal Installation
Broadway Avenue (ORE10) at Hall
Street (ORE217)
Beaverton
GSP 187

187

To: G. S. Paxson
Assistant State Highway Engineer
Office

Pursuant to the above numbered assignment, a representative of this office has contacted Mr. A. H. Rossi, Mayor of Beaverton, and has discussed with him the proposed traffic signal installation at the intersection of Broadway Avenue and Hall Street.

Mr. Rossi wished to discuss the need for further prohibition of parking in the vicinity of this intersection. Like all cities, Beaverton is suffering from a shortage of parking space and city officials are reluctant to prohibit parking. It was explained to Mr. Rossi that because of the heavy left turn from east to south at this intersection, with consequent reduction of capacity, it was necessary to provide two lanes for traffic entering the intersection from the east. This could be accomplished through prohibition of parking. It was also explained that consideration had been given to complete prohibition of parking only during the peak hour period in the evening, which is the only time the capacity deficiency is serious; however, prohibition of parking during such a short period is extremely difficult to enforce and, unless a towaway ordinance is in effect, very little benefit is gained from a part-time prohibition.

Mr. Rossi stated that the information given was sufficient for his needs and the matter would be considered by the City Council.

F B Crandall
F. B. Crandall
Traffic Engineer

VPJ:kg

RECEIVED
APR 23 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 8 - 1957

FOR FILING
Maint
Traffic
Lights

A. H. ROSSI
MAYOR

COUNCILMEN
R. W. BOYD
H. D. MILLER
[redacted]
L. E. PARKER

City of Beaverton

City Hall — Phone MI 4-2191
BEAVERTON, OREGON

ALICE B. MARTIN
RECORDER-TREASURER
MUNICIPAL JUDGE

DEPARTMENT HEADS
ROBERT D. MALSEY
SUPERINTENDENT
C. L. McCARTHY
CHIEF OF POLICE
DR. C. E. MASON
HEALTH OFFICER
DAVID E. LOFGREN
ATTORNEY
A. V. OLSON
FIRE-CHIEF
MILTON KEYSER
PLUMBING INSPECTOR

April 5, 1957

Beaverton

(187)

State of Oregon, State
Highway Department,
Salem, Oregon.

Attention: G. S. Paxson

Gentlemen:

I am in receipt of your letter of April 4, 1957 concerning installation of traffic signal at the intersection of the Beaverton-Hillsdale Highway with Hall Street.

I would very much like to discuss this with a member of your department in the near future at your convenience. I serve on the Draft Board on the morning of the 1st and 3rd Wednesday of the month but will be glad to have an appointment with you here at any other time. Please advise.

Thank you for your courtesy and cooperation.

Very truly yours,

CITY OF BEAVERTON

By A H Rossi
Mayor

ahr/m

Assignment 187 [illegible]

RECEIVED
APR 8 1957
OREGON
STATE HIGHWAY COMMISSION

[illegible]

[illegible]EIVED
APR 5 1957
FOR FILING
34-1069
.5086

April 4, 1957

Mayor A. H. Rossi
City Hall
Beaverton, Oregon

Dear Mayor Rossi:

I attach hereto a copy of a report prepared by the Traffic Engineer as a result of your letter of February 13 requesting installation of a traffic signal at the intersection of the Beaverton-Hillsdale Highway with Hall Street (Beaverton-Tualatin Highway) in your city.

If the City wishes to prohibit parking on the northerly side of Broadway Avenue for a distance of 97 feet east and west of the east and west property lines of Hall Street and at the same time participate with the State Highway Department to the extent of 50 per cent of the estimated cost of a fixed-time traffic signal (which cost is estimated to be $3,500), I would be pleased to present the matter to the State Highway Commission.

As you know, the standard policy of the Commission is that the City and State participate on an equal basis on installation costs and that the City maintain the signal and furnish electrical energy thereto after installation.

If you will advise me of the City's reaction, I would be pleased to present this matter to the State Highway Commission for its consideration.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. A. G. Skelton

JAH:njs:gm

A. H. ROSSI
MAYOR

COUNCILMEN
R. W. BOYD
H. D. MILLER
[redacted]
L. E. PARKER
M. L. Rogers

City of Beaverton

City Hall — Phone MI 4-2191
BEAVERTON, OREGON

ALICE S. MARTIN
RECORDER-TREASURER
MUNICIPAL JUDGE

DEPARTMENT HEADS
ROBERT D. MALSEY
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DR. C. E. MASON
HEALTH OFFICER
DAVID E. LOFGREN
ATTORNEY
A. V. OLSON
FIRE-CHIEF
MILTON KEYSER
PLUMBING INSPECTOR

February 13, 1957

Johnson

Mr. F. B. Crandall,
Traffic Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

There now exists within the City of Beaverton a traffic problem at the intersection of State Highway No. 40 on Broadway (Beaverton-Hillsdale Highway) with Hall Street, (Secondary State Highway No. 141) since the completion of Hall Street. On occasion traffic has been lined up on Hall Street from Broadway north to Canyon Road contributing to an acute situation.

It is our belief that there is need for an actuated traffic signal light at the above intersection now as the community is still in the course of increasing population in our new housing developments with resulting increased traffic.

The city is willing to pay for the electrical power to operate such a light if the State will put in such a signal light.

We would appreciate hearing from you on this matter at an early date as it is necessary for us to include an estimate in our city budget for the electrical power.

Thank you for your courtesy on this matter.

Very truly yours,

CITY OF BEAVERTON

By

Mayor

shr/m

RECEIVED
[illegible]
TRAFFIC ENGINEER

Mr. Paxson's Copy.

S-128(2) Wingville Sec. of Wingville 1957
Lane Rd. (Grad. and Oiling)
#5087

Fin. 181
Maint. 330

RECEIVED
AUG 5 - 1960

FOR FILING
S128(2)

5057

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1960

RAILROAD COMPANIES
FILE No. 530

SUBJECT: Pux 250 - Wingville County Road 506
Signals
OWRR & N Co. - Baker County

To: Mr. Floyd Query

Herewith I hand you the Highway Commission's fully executed copy of agreement between Oregon-Washington Railroad and Navigation Co., Union Pacific Railroad Co., lessee, the Highway Commission and Baker County relative to the above titled matter.

After execution by the county, the instrument was executed by the Highway Commission on October 13, 1959 and the executed copies were returned to the railroad companies on October 14, 1959. The State's executed copy was received today, and a letter from the railroad companies dated July 27th stated that a counterpart copy was being sent direct to Baker County on that date.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:ks
enc.

cc: Forrest Cooper
G. S. Paxson
Tom Edwards
A. F. Parson
Clarence Swenson

NOTED
FLOYD QUERY

OREGON STATE HIGHWAY DEPARTME

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
7/21/60	cc 622		501-1032-297

NOTED
H. S. COX

NOTED
C. G. SWENSON

INVOICE NUMBER
65759

Baker County
Baker, Oregon

Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Wingville Section FAS 506. Covered by agreement dated 11/27/57			
Original advance deposit	$21,099.93		
Less amount previously transferred	18,099.93		$3,000.00
County share of total cost as per attached statement	$19,928.45		
Less amount previously transferred	18,099.93		1,828.52
To be retained			$1,171.48

RECEIVED
JU[illegible] 1960
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

A 150X (REVISED 5-60)

NOTED
H. S. COX

NOTED
C. G. SWENSON

[illegible]

July 18, 1960

Baker County Court
Courthouse
Baker, Oregon

NOTED
Harold C. Ayers

NOTED
Harold C. Ayers

Gentlemen:

Final costs are now available for the Wingville Section on FAS 506. As shown in the attached statement, a refund of $1,171.48 is due the county in connection with this project.

In accordance with your previous request, this refund will be retained and applied toward the deposit required for future FAS projects.

This will also acknowledge receipt of $16,000 received July 15, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

RECEIVED
[illegible]
FOR FILING

A

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 7, 1960

S-128 (2)			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5087	16 F	Arthur Simonsen & Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
32005	140367	$ 1,993.70	1-7-60

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 110 workdays from March 1, 1958

Time Extensions: None of record

Completion Date: July 25, 1959

Date Accepted: August 13, 1959

Penalties: None of record

Claims: [redacted] One claim of $57.79 (Lee & Eastes Tank Lines, Inc.,) paid in full 12/16/59.

Remarks:

Date: January 7, 1960

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: JAN - 8 60

P.C.

RECEIVED

FOR FILING

128(2)

5087

A

COMMISSIONERS

McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 28, 1959

NOTED
W. C. WILLIAMS

Mr. Arthur Simonsen
2755 8th Street
Baker, Oregon

Wingville Section
Wingville Lane County Road
Contract No. 5087

Dear Sir:

Reference is made to your letter of December 12 regarding a shortage of truck haul shown on the final estimate for the subject named job. A re-check of the figures on the final estimate shows that you were shorted 2,424 miles. We will take immediate steps to see that you are given a post final estimate for this amount.

Commenting on your letter in more detail, I find that contrary to your statement in Paragraph 3 that you had placed 2,000 yards extra in the two and one-half mile haul area, that our records show that there were 553 yards placed in this area. Further, you were paid on Price Agreement No. 2 for haul on the crushed material and base.

If you have any questions regarding this matter further, I suggest that you discuss them with the resident engineer and if unable to resolve them at that time, that you come into Salem and we will go over the estimate in detail with you.

We are very sorry that the error occurred and certainly thank you for bringing it to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

cc W. C. Williams
Forrest Cooper
A. F. Parson
R. L. Porter Attn. Ted Boehme
Laurence C. Stratton

Arthur Simonsen & Co.
General Contractors
[illegible]
Baker, Oregon

ARTHUR SIMONSEN
DAVID LAURANCE

[illegible]

Oregon State [illegible]
Salem, Oregon

Mr. Eddy [illegible]

Dear Sir:

We are returning the Final Estimate on [illegible] Road contract # 5017 because of reduction in item 6 which is out of order.

Semifinal estimate was less than it should have been, but was so near the amount that we were going to accept the figure. The Final Estimate has made another reduction of over three thousand yard miles. This amount added to an already short item dose not meet Our approval.

We base Our estimate on daily reports as to material hauled. Even distribution of materials amounts to more than allowed on Final Estimate. We however placed some thing over two thousand yards extra in the two and one half mile haul area. In addition We were to receive haul on PA # 2 1-1/2 Crushed Material in Base of 1782 Cubic Yards all of which would be in the Three and three and one-half Mile Haul. This haul is the amount We are apparently being shorted according to Our estimate as to the amount that should have been paid.

Our sub- Contractor on the oiling on this job left Us with some Eight Thousand Dollars in obligations to pay plus $900.00 penalty assessed by Highway Dept. in addition, this too was because of Sub- Contractor, because of this We feel that we should be paid for at least what We did do.

Some refiguring on this Item is in order We believe, as We feel that We have enough reports to show that instead of Three Thousand yards short the item is approximately 6500 Yard Miles short.

Would appreciate it if You could give this Your attention soon.

Very truly yours,

Arthur Simonsen & Co.

LEE & EASTES
TANK LINES, INC.

2326 AIRPORT WAY · SEATTLE 4, WASHINGTON · MAIN 4-8750

December 16, 1959

Oregon State Highway Commission
State of Oregon
Salem, Oregon

ATTENTION: Mr. Query

RE: State Contract #5087
Wingville Section in Baker County

Gentlemen:

Under date of December 8, 1959, we wrote you regarding amount due us of $57.79 from Leslie Harris of Wingville, Oregon.

This is to advise you that Arthur Simonsen and Company, forwarded their check to us on December 11, 1959 covering payment in full for the account of Mr. Harris.

Yours very truly,

LEE & EASTES TANK LINES, INC.

E. J. Pearson

E. J. Pearson
/Auditor

EJP:np

cc: The United Pacific Insurance Co.
Arthur Simonsen & Company

[illegible] usual letters please
[illegible]

NOTED
FLOYD QUERY

RECEIVED
DEC 18 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

E & EASTES, Inc. ~~XXX~~ T LINES, Inc. **COPY** 1

SE...LE 4, 2326 AIRPORT WAY TEL. MAIN 4-6750

PORTLAND 14, 1221 S. E. WATER AVE. TEL. BELMONT 2-9171

TO OREGON STA E HIGHWA % LESLIE HARRIS

DESTINATION INGVILLE ORE

DATE 14942 corrected

FROM AMERICAN BITUMULS & ASPHALT CO

ADDRESS EAST PASC TERM 127724

10 1 58 SHIPPER'S NO.

TRUCK/TRLER 62 15

GALLONS COMMODITY	WEIGHT	RATE	FREIGHT	TAX	PREPAID	COLLECT
as billed						
2400 120/150 PAVING ASPHALT	18290					
1700 RX 1 EMULSION	14050					
	32340	35	113 19			113 19
sho ld be						
2400 120/150 PAVING ASPHALT	18290					
1700 R X 1 EMULSION	14050					
	32340	35	113 19			
OVERTIME UNLOADING: 2 hours		m	7 39			
6 hours		840	50 40			170 98
UNLOADIN TIME: 7:00 am - 2:30 pm into ~~trk~~ Dist #120 to 150 3:00 m - 5:30 pm into dist trk				BALANCE DUE		57 79

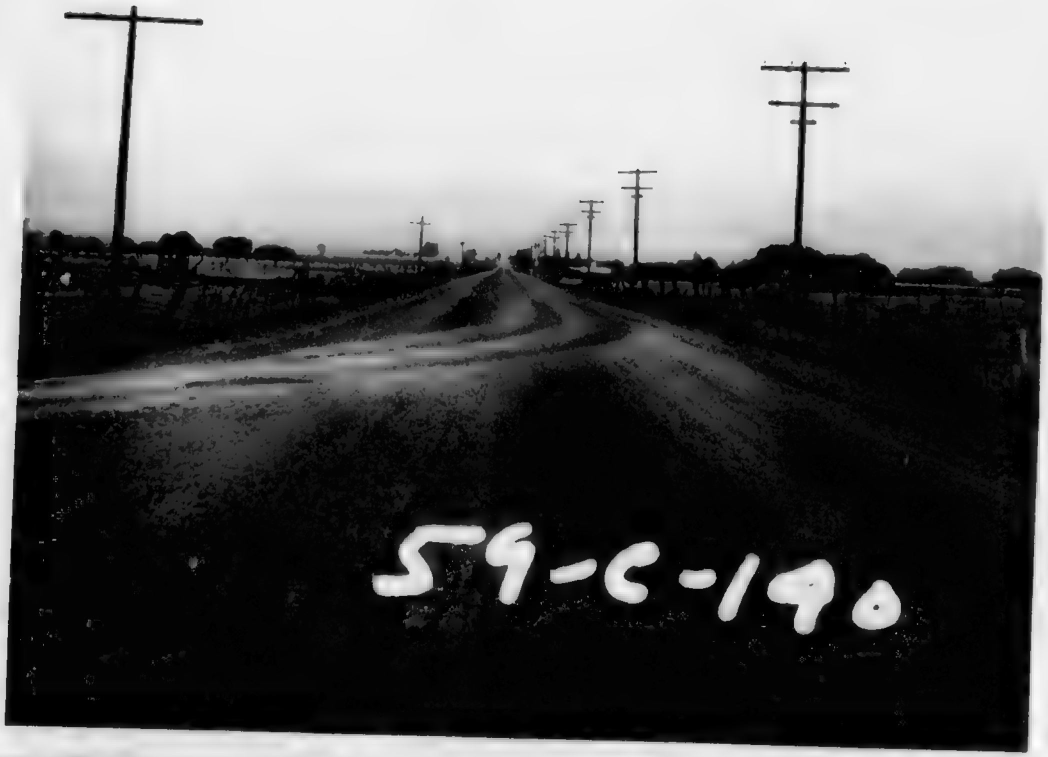
THIS SHIPMENT IS HANDLED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF TARIFFS EFFECTIVE THIS DATE.
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY ANY CLAIM.

ACCORDING TO I. C. C. REGULATIONS ALL FREIGHT BILLS MUST BE PAID WITHIN 7 DAYS.

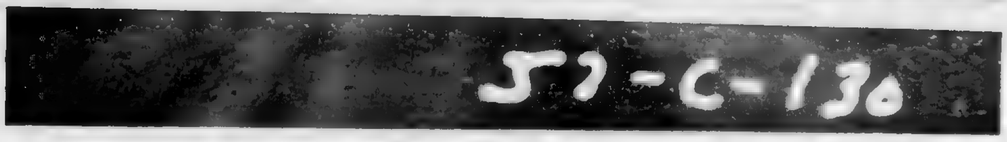
FAS 506 County Baker Contract No. ____

Section Wingville

Location 57-C-129
58-C-42 [illegible]
57-C-130
59-C-140 [illegible]

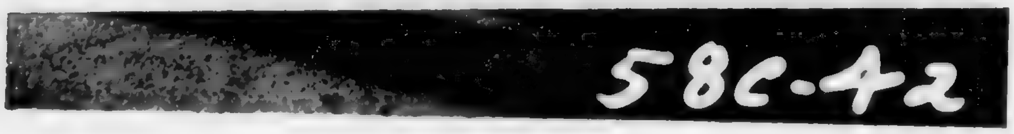


59-C-140



57-C-130

57-C-129



58C-42

FAS 506 County Baker Contract No. ______

Section W[illegible]

Location 58-C-42 [illegible]

57-C-140 [illegible]

57-C-130

57-C-129

Oct 1957
Oct 1958

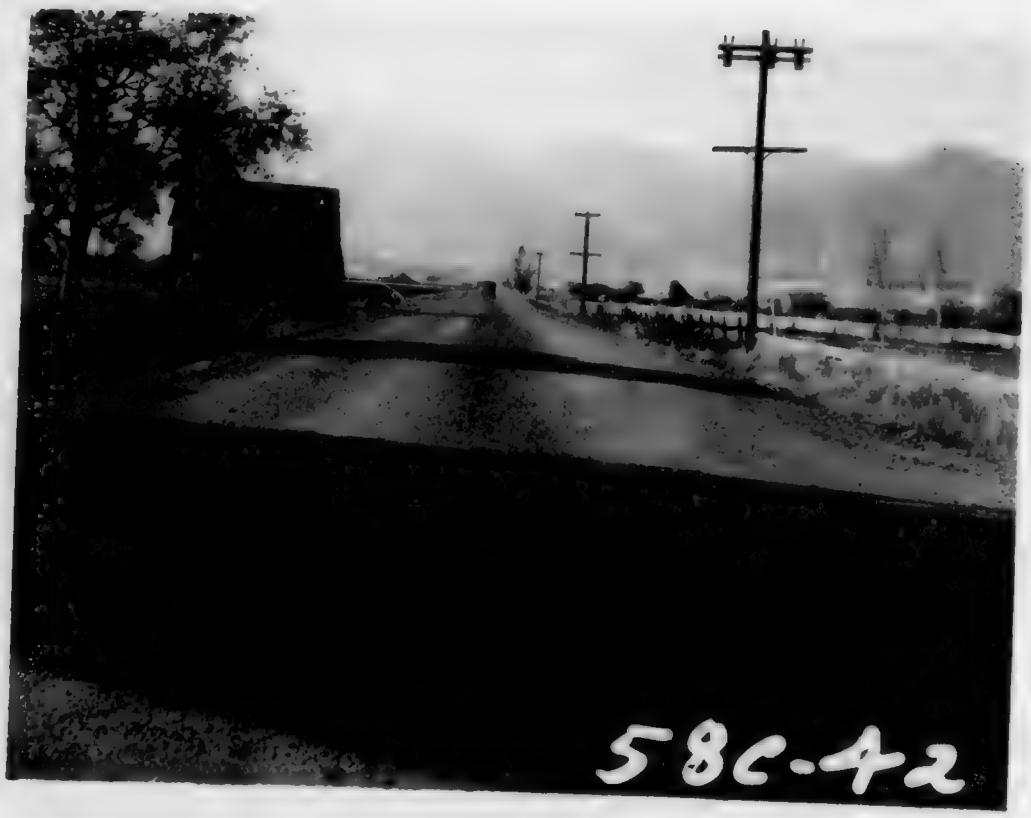
FAS 506 **County** Baker **Contract No.**

Section Wingville

Location 57-C-129 } 58-C-42 } Wingville [illegible] looking W

57-C-130 } 59-C-140 } [illegible] looking W.

[illegible] 59



58C-42

RECEIVED
DEC -9 1959
FOR FILING
S 128(2)
[illegible]

A

December 8, 1959

United Pacific Insurance Co.,
Fidelity & Surety Department
United Pacific Bldg.,
Tacoma 1, Washington

Gentlemen:

State Highway contract #5087 for grading-oiling the Wingville Section of Wingville Lane Road in Baker County was completed by the contractor, Arthur Simonsen & Co., on July 25, 1959, and was formally accepted by the Highway Commission on August 13, 1959.

Final payment in the amount of $1,993.70 will be released to the contractor on or after December 18, 1959. The total contract amount is $92,634.07, of which amount $488.23 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

FORM E-123-X 50M 6-50

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
OCT 21 1959
FOR FILING

5787

October 14, 1959

Mr. G. H. Baker, Supt.
Union Pacific Railroad Co.
2525 Larrabee Avenue
Portland 17, Oregon

Re: Pux 250 - Wingville County
Road No. 506 - Signals
OWRR & N Co. - Baker County

Dear Sir:

Herewith I am enclosing triplicate counterparts of agreement relative to the above titled matter, your File No. D 9440-32-1. All copies have been executed by the State Highway Commission and by the County Court of Baker County. The delay in returning these to you is attributable to the fact that they were sent to the County Judge on June 12th and were not returned until about a week ago.

When the State's executed copy is returned, we would appreciate being furnished ten additional copies of Exhibits A, B, B-1, B-2 and B-3 which are attached to the instrument.

It is understood from your letter of June 9th that, after execution by the companies, one fully executed copy will be returned direct to Baker County.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

NOTED
PAXSON

JWD/ks
enc.

cc: G. S. Paxson

RECEIVED
OCT 1 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-51 93315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Oct. 7, 1959

SUBJECT: Pux 250 - Wingville County Road
No. 506 - Signals
OWRR & N Co. - Baker County

To: Mr. Floyd Query, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission three copies of agreement covering improvement of the crossing and installation of signals on the above titled project. Copies of the agreement already have been executed by Baker County.

After execution by the State Highway Commission, please return all three copies direct to me for further handling.

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD/ks
enc.

cc: G. S. Paxson

Ⓐ
3 COPIES TO BE SIGNED

RECEIVED
[illegible] 1959
[illegible]
[illegible] ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE Installation of the RR signals covered by this agreement is to be paid for entirely by the County & the RR Co. This is according to PUC order 36023. Contract 5087 is underway in connection with the signals.
Floyd Query
Secretary

RECEIVED
AUG 17 1959
FOR FILING

S-128(2)

5087

August 17, 1959

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.,
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Arthur Simonsen & Company a portion of the funds heretofore retained by the Commission on contract #5087, for grading-oiling the Wingville Section of Wingville Lane Road in Baker County.

This payment, in the amount of $14,313.38, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,731.53. The present payment will be released on or after August 27, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Form E-1—(Rev.)-

2-125 (2)

5087

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 1, 1959

Section Wingville

Kind of work Grading & Oiling

Highway Wingville Lane County Baker

Section prefix 501-1032

Contractor Arthur Simonsen & Co.

Contract number 5087

Date of contract Dec. 14, 1957

Specified work days 110

Date work started Jan. 14, 1959

Work days used 120

Project authorization $105,734.81

Exclusive of engineering $98,215.90

Per cent of time elapsed 109.1 %

Estimated cost of completed project, exclusive of engineering $93,000

Estimated per cent overrun or underrun -4.7 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $7,518.91

Engineering cost to date $7,950, 105.7 %

Date project was completed July 25, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	none	100	100	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

This project was completed Sat. July 25.

Work on the Semi-Final continued this week.

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
AUG 3 1959
NOTED-- CE ACE ACE COE

Noted
M. K. Juve

NOTED
C. E. PAULSEN

Signed L. C. St

Address Rand Building, Baker

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.46	3.46		3.46	
Miles partially completed					
Miles completed	3.46	3.46		3.46	
Total estimated quantities (contract)	78,310	7,200		280 ton 2,590 cu. yd.	
Total quantities corrected to date	65,697	6,130		280 ton 2,590 cu. yd.	
Estimated quantities moved or placed to date	65,697	6,130		280 ton 2,590 cu. yd.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair & Warm		
Tuesday	Fair & Warm		
Wednesday	Fair & Warm		
Thursday	Fair & Warm		
Friday	Fair & Hot		
Saturday			

A

RECEIVED
JUN 15 1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5-28(2)

5087

June 12, 1959

County Judge Lloyd Rea
Baker County Courthouse
Baker, Oregon

Re: Pux 250 - Wingville County Road
No. 506 - Signals
OWRR & N Co. - Baker County

Dear Mr. Rea:

Some time ago Baker County executed a form of agreement with reference to grade crossing of the tracks of Oregon-Washington Railroad and Navigation Co., Union Pacific Railroad Co., lessee, covering the improvement of the crossing and installation of signals, on Wingville County Road No. 506.

This was before the agreement had been examined in this office, and, upon examination, it was found that several objectionable features were included.

These matters were discussed with the railroad companies and a revised form of agreement has been prepared. The revisions eliminate any reference to a grant of easement, and eliminate the State Highway Commission from the obligation to share in the cost of replacing signals damaged by highway traffic or future maintenance.

Three copies of the revised form of agreement are enclosed. It is requested that all three be executed on behalf of Baker County and returned to my attention for securing execution by the Highway Commission and forwarding the executed copies to the railroad companies.

Mr. R. H. Baker, Supt. of Union Pacific Railroad Company, advises, that, after execution by the railroad, one copy will be sent to you.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

NOTED
G. S. PAXSON

JWD/ks
enc.
cc: G. S. Paxson
J. F. Hagemann

RECEIVED
MAY 15 1959
FOR FILING

Signal)

5087

9

May 14, 1959

Mr. G. H. Baker
Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Crossing signals at Wing,
Baker County, Oregon
Your file: D 9440 - 32 - 1

Reference is made to your letters of February 25 and May 8 with reference to the proposed agreement covering the installation of crossing signals at Wing in Baker County, Oregon.

We will concur in the suggestions for the modification of the agreement as made in your letter of February 25, namely, that the easement be eliminated from the agreement and that Section 2 (e) be revised to eliminate the State from any obligation to bear the cost of repairing the signals.

Section 2 (f) may remain in the agreement although we have serious doubt as to whether by this agreement we can control any ruling which the Public Utility Commissioner might make, should changes be ordered at this crossing.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. J. W. DeSouza

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

FEBRUARY 25, 1959

File Ref. D 9440 - 32 - 1

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

CROSSING SIGNALS - WING, OREGON

Referring to your letter of February 2nd returning draft of agreement and requesting certain revisions:

The easement feature of the draft was included after securing the County's concurrence. However, the easement can be eliminated in deference to the County's latest expression.

Paragraph 2(e) will be revised to eliminate the State from the obligation to bear the cost of repairing signals damaged by highway traffic, or a portion of the cost when damaged by a combination of highway and rail traffic.

Your objection to Section 2(f) is not understood. The first three sentences, pertaining to the cost of relocating the signals due to highway or railroad changes, are derived from the principle set out in the latter part of Section 5-b-(4) of P. and P. Memorandum 21-10, dated October 3, 1958. While it neither proves nor disproves the merits of the provisions, these provisions have been readily accepted by other States, through which Union Pacific operates, for many years.

The remaining portion of Section 2(f) is necessary for the equitable disposal of the signal equipment should it be removed.

Attached for your convenience is a copy of the agreement as originally submitted. It will be appreciated if you will again consider Section 2(f), after which it is hoped you will approve the paragraph as written.

Yours very truly,

R. M. Brown,
Division Engineer

enc.

RECEIVED
FEB 27 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 27 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 3 1959
FOR FILING

[illegible](a)

[illegible]-7

February 2, 1959

Mr. R. M. Brown
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Re: Signals on Wingville County
Road in Baker County

Dear Sir:

You recently forwarded copies of a proposed agreement covering the installation of signals at the crossing of your tracks by the Wingville County Road No. 506 in Baker County. In this proposed agreement you would grant easements across your right of way. Search of the county records shows that the Wingville Road was made a county road in 1867 and the survey notes for the establishment of this road are in the county records. Since this antedates the construction of your railroad, it would appear that the county has title to this road across your right of way.

The county court, while they had signed the agreement and sent it on to us, asked that the State examine the matter and, if it agreed with them as to the title of the crossing, cancel their signatures and forward the agreement back to you with a request for revision.

It is suggested that article 3 under Recitals on page 1 be eliminated from the agreement, which would leave the status of ownership as it now is. The elimination of this article would also carry with it the elimination of everything in Section 1 on pages 1, 2, 3, and the first two paragraphs on page 4.

As a minor change, subsection (e) on page 5, in the seventh line from the end of the section, should eliminate "the State" as after the construction is complete the road will remain as a county road over which the State will have no jurisdiction.

Subsection (f), starting at the bottom of page 5 and carrying over onto page 6, should be eliminated. If any change is made in the crossing subsequent to the construction covered by this agreement, a further hearing before the Public Utility Commissioner would be necessary and any allocation of cost in such revision would be upon his order following the hearing.

It would be appreciated if you would look into this matter further and revise the agreement if you agree with our analysis.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gn

Attach.
cc Judge Lloyd Rea
Court House, Baker, Oregon
Mr. W. C. Williams
Mr. J. W. DeSouza
Mr. C. G. Swenson

Salem, Oregon
February 2, 1959

Wingville County Road improvement and signals, Baker County

Mr. A. F. Parson

The specifications for the Wingville County Road in Baker County do not include a provision for railroad insurance. This work involves the rebuilding of the crossing of the Union Pacific Railroad Company's main line and the operation should be protected by railroad insurance. The agreement covering this crossing and the installation of the automatic signals will provide the following provision:

Section 5. Insurance.

(a) Before work is commenced on the project, the State and County or one of them without expense to the Railroads shall furnish and deliver to the Railroads, or shall require each of its contractors to furnish and deliver to the Railroads, a public liability and property damage insurance policy or policies in favor of the Railroads; and the State and County or one of them without expense to the Railroads, at all times during the progress of and until final completion of the project, shall keep and maintain, or cause its contractors to keep and maintain, such policy or policies in full force and effect.

(b) Said public liability insurance shall provide for a limit of not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of more than one person in any one occurrence. Said property damage insurance shall provide for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of injury to or destruction of property in any one occurrence and, subject to that limit, a total (or aggregate) limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of injury to or destruction of property during the period of work.

(c) The terms "person" or "persons" as herein used shall include employees and passengers of the Railroads as well as other persons, and the term "property" as herein used shall include as well as other property, property owned by and property in the care, custody or control of the Railroads.

(d) Each such insurance policy shall be issued by a reliable insurer authorized to do business in the State of Oregon and satisfactory to the Railroads, and each such policy shall be in form and substance satisfactory to the Railroads. Said policy or policies shall be delivered to and remain in the possession of the Railroads.

The contractor should arrange to get this insurance and the premium cost must be covered by an extra work order.

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. S. H. Probert

FORM E-30X—50M—6-58—13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 26, 1959
Salem Office

SUBJECT: Pux 250-Wingville Co. Rd. No. 506
Signals - OWRR & N Co.
Baker County

To:
Mr. J. F. Hageman
Assistant Engineer
County & City Relations
Office

Herewith I am returning to you triplicate copies of agreement with Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, relative to the Wingville County Road No. 506 improvement and signals. I also return originals of letters from Judge Rea dated January 14 and 21.

County Judge Lloyd Rea's letter of January 21 indicates that the county road was established at about 1867. At this time the act of February 7, 1851, which remained in effect until 1889, provided that all county roads "shall be 60 feet wide unless the Commissioners of the County, upon petition, shall determine on a less number of feet in point of width on any road so petitioned for." It, therefore, would appear that the county road right of way was established to a width of 60 feet. I understand from you that this was prior to the construction of the railroad, although it is not apparent as to whether or not this was prior to acceptance by the railroads or their predecessors in interest of the Federal grant for railroad right of way purposes. However, this would not appear to be material for the county has been in existence and has been used for a matter of at least 90 years.

It is apparent from Judge Rea's letter that the county is opposed to accepting a grant of an easement at this time with all of the conditions attached thereto. I would, therefore, suggest that under paragraph 3 of the recitals language somewhat as follows be used: "It is acknowledged by the parties hereto that Baker County has had and now has a right of way for county road purposes across the right of way of Railroad Companies described as follows, to wit: This should be followed by the descriptions on page 2, including the reference to Exhibit "A".

Subparagraphs (b), (c), (d), (e), (f), (g), and (h) on pages 3 and 4 should be deleted.

Under subparagraph (e) on page 5 all references to the State should be eliminated as it will be the obligation of the county to maintain the highway after construction. This paragraph constitutes quite an innovation and I do not know whether, or not, the County will care to accept it. However, it does not seem unfair.

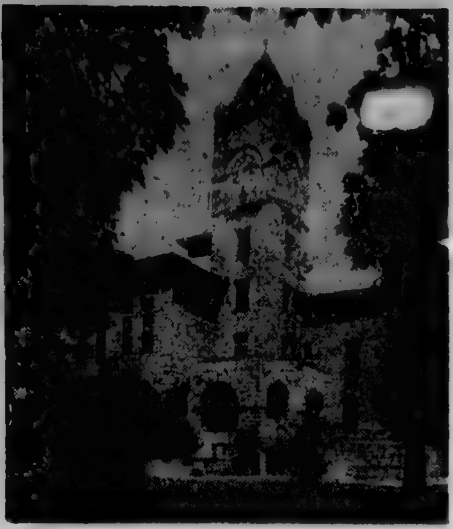
G. S. PAXSON

With reference to subparagraph (f), on pages 5 and 6, it would seem that future changes be left to future order of the Public Utility Commissioner.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson ✓
Mr. Tom Edwards
Mr. A. F. Parson

RECEIVED
JAN 27 1959
OFFICE OF
STATE HIGHWAY ENGINEER



LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT,
COMMISSIONERS

BAKER COUNTY
BAKER • OREGON

January 21, 1959

J. F. Hagemann, Ass't Eng.
County & City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Hagemann:

Regarding the order establishing the County Wingville Road we discussed recently on the phone, the Clerk's office is unable to find the Order Book for 1867. We did find the surveyor's records showing the field notes for the Wingville Road, and this record shows that the field notes were entered in the book in 1867. I hope this information will sufficiently justify our claim in not signing that part of the agreement.

Sincerely,

Lloyd Rea
Lloyd Rea "BL"
County Judge

LR:bvl

Oregon Centennial 1959 Frontier of the Future

BAKER COUNTY
BAKER • OREGON

LLOYD REA,
COUNTY JUDGE
R. M. PHIPPS,
GILL C. WRIGHT,
COMMISSIONERS

January 14, 1959

C. G. Swenson
State Highway Commissioner
Oregon State Highway Department
Salem, Oregon

Attention: J.F. Hagemann, Ass't. Eng.
County & City Relations

Dear Mr. Hagemann:

Enclosed you will find the copies of the proposed agreement between Union Pacific Railroad Company, Baker County and the Oregon State Highway Commission. This agreement covers the installation of the crossing signal on the Wingville FAS Project.

Some of the paragraphs in this agreement I am not sure of, therefore I would appreciate if you would check them over and see if this is just a routine agreement. If there is anything that you legal department feels that we should k now about, I would appreciate hearing from you. At the present time it is hard for us to get legal advise in checking this agreement, as our district attorney is very busy with other legal pressing matters.

Thanking you very much for your courtesy in this matter, I remain

Respectfully yours,

Lloyd Rea
Lloyd Rea
County Judge

LR:bvl

encl:

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NOV 7 - 1958
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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 28, 1958

Mr. Lloyd Rea,
County Judge
Baker County
Baker, Oregon

Dear Judge Rea:

This will acknowledge your letter of September 25 calling attention to the problem you are having with overweight trucks hauling lime-stone to the Chemical Lime plant located near the east end of the Wingville Road near its junction with US 30 and requesting that we have our weighmaster check these trucks when they are in that area.

I note that on September 24 our weighmaster stationed at Baker, accompanied by our Resident Engineer and Deputy Sheriff White weighed one of these truck-trailer combinations and that the Deputy Sheriff issued a citation for an 8,600 pound combined overload.

This request is almost parallel with the request which you made in 1953 for assistance in weighing logging trucks operating over the Pocahontas Road which is also on the FAS system. We readily agree that uncontrolled overloading could very probably result in a break-up of the surface. However, as indicated to you in my reply in 1953, our weighmaster force is hard put to keep up with the control of overloading on approximately 7,400 miles of state highways, although we certainly will lend assistance to the counties wherever we possibly can without interference with our own schedule of weighings.

To keep the necessity for weighing these trucks to a minimum, may I suggest that a few loads be weighed with a Deputy Sheriff present to determine the approximate level to which these trucks may be filled when hauling a legal load. It would then be possible for the Deputy to inspect future loads to see if they are conforming as to volume. If it is suspected that the lime rock haulers as a result of such checks are again overloading, a request could then be made for assistance from the local weighmaster, Mr. Kendall, who I am sure would be pleased to cooperate with your Deputy Sheriff in weighing out a few loads. We would prefer that a Deputy Sheriff accompany our weighmaster and write the citations should overloads be determined by subsequent weighings.

Copies of this letter are being forwarded to our Chief Weighmaster who will see that copies are sent on to Mr. Dawson our Weighmaster Supervisor at

NOTED
P. M. STEPHENSON

LaGrande and Weighmaster Kendall at Baker. Your interest in controlling overloads is appreciated and we only wish that more counties were likewise concerned.

Very truly yours,

R. B. Sipprell
Director of Permits

RBS:el

bcc - P. M. Stephenson
2bcc - C. C. Dayo
bcc - Clarence Swenson

RECEIVED
OCT 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

BAKER COUNTY
[illegible]

September 25, 1958

Mr. R. B. Sipprell
Director of Permits
State Highway Department
Salem, Oregon

Dear Mr. Sipprell:

We have a county road that at present is under construction as a Federal Aid job. This is what we call the Wingville Road. On this particular road we have a problem with over-weight trucks. The Chemical Lime Company is located on this road, near its junction - U. S. 30. In trucking the lime-stone to the plant the trucks go the full length of this road. The State Highway Engineers have told us if we expected this road to stand up for any length of time, we would have to see that these trucks do not haul over-weight loads.

We would appreciate it, if you could have your weigh-master check these trucks when they are in that area. Normally, we could have someone from the county go with your weigh-master, but, if that was not possible at the time the weigh-master would be checking the trucks, we would appreciate you giving the weigh-master permission to issue the over-weight tickets.

We earnestly solicit your cooperation on this above matter, as we are not equipped on the local level to handle the problem.

I am enclosing a copy of the resolution, adopted by the County Court in the matter of vehicles traveling on the Wingville Road.

Thanks for your help on this matter, I remain,

Authorizes 60' combinations at 76,000 lbs. [illegible]

Sincerely yours,

Lloyd Rea
County Judge

LR:bvl

encl:

See Wt. Report 9-26-58 (Kendall)
David A. Walker, owner

A

RECEIVED
OCT 24 1958
FOR FILING
S-12(2)

387

October 23, 1958

Mr. Leslie Harris
805 S. E. Court St.
Pendleton, Oregon

Dear Mr. Harris:

Enclosed is a letter and billing for transportation of asphalt from Lee & Estes, which is self explanatory.

This billing is evidently in connection with State Contract No. 5087, Wingville Section in Baker County.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

Enclosure

CC: Lee & Estes, Inc.
2326 Airport Way
Seattle 4, Washington

DHP:lmr

LEE & EASTES

2826 Airport Way
Seattle 4, Washington

October 21, 1958

Oregon State Highway Commission
Salem
Oregon

Gentlemen: Re: L&E pro 14942, 10/1/58
Your order # 5087

Our original billing, in the amount of $113.19, was sent to Mr. Harris, at Wingville, Oregon, and has not been returned. However, a balance due bill of 57.79 was returned to us, with the notation "No such post office."

Enclosed is a corrected billing for the freight charges covering this item, in the amount of $170.98.

If you desire a voucher to be signed will you please submit it to our Seattle office. It will be returned immediately.

However, if this is to be paid by another office than yours, we will appreciate your advice as to whom it should be sent.

Very truly yours,

LEE & EASTES TANK LINES, Inc.

Mildred M Berto

Mildred M. Berto

mmb
enclosure

RECEIVED
MAY 21 1958
FOR FILING

S128(2) FORM [illegible] OM—2-57—1476

5007

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 20, 1958
Salem Office

Pux 250
SUBJECT: Wingville County Rd. No. 506
Signals - OWRR & N Co.
Baker Co.

To: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Tom Edwards (3)
Mr. F. B. Crandall
Mr. A. F. Parson (2)
Mr. S. H. Probert
Mr. Robert A. Holland

Herewith I hand you copy of Order No. 36023, issued by the Public Utilities Commissioner under date of May 15, 1958, relative to the matter of the application of Baker County, Oregon for authority to improve a crossing at grade with the tracks and right of way of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, and for the installation of automatic electric warning signals on the Wingville County Road No. 506, known as the Wingville Crossing Signal Project in the West half of Section 25, Township 8 South, Range 39 East, W.M., in Baker County, Oregon.

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

NOTED

RECEIVED
MAY 30 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Order #36023

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

F-2602

In the Matter of the Application of BAKER COUNTY, OREGON, for authority to improve a crossing at grade with the tracks and right of way of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, and for the installation of automatic electric warning signals on the Wingville County Road No. 506, known as the WINGVILLE CROSSING SIGNAL PROJECT in the West Half (W½) of Section 25, Township 8 South, Range 39 East, W.M., in Baker County, Oregon.

ORDER

The above entitled matter was duly heard on March 4, 1958, at 9:30 A.M., at the Baker County Court House, Baker, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner.

The following appearances are of record herein:

Jesse R. Himmelsbach, Jr., District Attorney,
Baker, Oregon
Representing Baker County;

Robert A. Holland, Staff Attorney, Salem,
Oregon
Representing Oregon State Highway Commission;

David C. Silven, Attorney, Baker, Oregon
Representing Union Pacific Railroad Company and Oregon-Washington Railroad & Navigation Company.

On December 23, 1957, Baker County, Oregon, hereinafter referred to as Applicant, filed with the Commissioner its application for authority to improve and install automatic signals on a crossing at grade of Wingville County Road No. 506 with the main line tracks and right of way of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, hereinafter referred to as Railroad, known as the WINGVILLE CROSSING SIGNAL PROJECT in Baker County, Oregon.

Answer of Oregon State Highway Commission prays for an order in accordance with the application.

Answer of Railroad denies installation of signals is necessary, but states in the event the Commissioner finds that public necessity requires the installation, Railroad will bear 50% of the costs of acquisition and installation of such signals and the entire cost of maintenance thereof provided such allocation of costs and expense shall be deemed by consent of Railroad and not constituting a precedent with respect to future installations. Answer of Railroad further admits that allocation of construction and maintenance of the project and payment therefor should at least be as set out in application.

After due notice the matter was set down for hearing at the time and place mentioned herein, the hearing convened, evidence was adduced, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

In cooperation with the Oregon State Highway Commission, Applicant proposes to improve Baker County Road No. 506, designated as the Wingville County Road, extending from Wingville easterly to a connection with the Old Oregon Trail State Highway, as a County Federal Aid Secondary Project. In connection therewith, it is deemed necessary and desirable to install two automatic electric warning signals actuated by train movements to provide adequate protection at Crossing No. 2A-337.1 of the main line of Railroad as a part of the proposed improvement.

The proposed improvement will provide a 20-foot asphaltic concrete surface at the crossing and will also improve the approach grades, providing an ascending grade from the northwest of 1.22 degrees and an ascending grade from the southeast of 0.915 degrees, with a connecting vertical curve 400 feet in length.

The present estimated average annual daily traffic is 200 vehicles per day, based upon 1957 tabulations, and it will be subject to normal annual increases. The average annual daily rail traffic at the crossing is 20 movements per day.

Vision of trains approaching the crossing from points on the highway east of the crossing is unimpaired for an adequate and safe distance. From points on the highway adjacent to the crossing, buildings, trees and brush in the northwest quadrant and a field instrument case which houses signal instruments in the southwest quadrant tend to obscure the vision of trains approaching the crossing to vehicle drivers traveling eastward.

Oregon State Highway Commission will prepare specifications, award contracts and supervise the construction necessary to the improvement of the crossing and will reimburse Railroad for all necessary and proper expenditures in connection therewith which are reimbursable under and not prohibited by the terms and conditions of Policy and Procedure Memorandum No. 30-3 issued by the Bureau of Public Roads on August 15, 1952.

Railroad will, at its own expense, provide and place preservative treated ties and timber guard rails across the travelled portion of the roadway. In addition thereto, Railroad will provide and install at appropriate locations two automatic electric signals conforming to Commissioner's Standard No. 2 and thereafter maintain and operate the same, and Applicant agrees to reimburse Railroad to the extent of 50% of the costs of the acquisition and installation of said signals and the track facilities necessary to their operation.

Railroad will also, subject to reimbursement by Oregon State Highway Commission provide such watchman and flagman services as may be necessary to safeguard railroad operations during the construction of the surfacing improvement at the crossing.

After completion of the project, Applicant will maintain the highway and its appurtenances and facilities including the area between the rails of the track, and Railroad will maintain its railroad ties, rails and other railroad facilities and appurtenances including the automatic signals.

From the foregoing, it is concluded that the improvement of Crossing No. 2A-337.1 will provide a better alignment, the installation of automatic electric signals at said crossing will afford additional needed protection to rail and vehicle traffic, such improvement and installation are in the public interest, and the application should be granted; it is therefore

ORDERED that the application of Baker County, Oregon, for authority to improve a crossing at grade with the tracks and right of way of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, and for the installation of automatic electric warning signals on the Wingville County Road No. 506, known as the WINGVILLE CROSSING SIGNAL PROJECT in the West Half (W½) of Section 25, Township 8 South, Range 39 East, Willamette Meridian, in Baker County, Oregon, is granted; and it is further

ORDERED that Oregon State Highway Commission shall prepare plans and specifications, award contracts and supervise the construction of the project, and shall reimburse Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, for all necessary and proper expenditures made in connection therewith which are reimbursable under and not prohibited by the terms and conditions of Policy and Procedure Memorandum No. 30-3 issued by the Bureau of Public Roads on August 15, 1952; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, shall, at their own expense, prepare their track and roadbed for highway surfacing and install such treated ties for the full width of the crossing as are necessary to its repair; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, shall, at their own expense, install timber treated guard rails or headers for the full width of the crossing in such a manner as to contain the surfacing material and provide a flangeway for rail operations; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, shall provide such watchman and flagman services as may be necessary to safeguard railroad operations during the construction period, subject to reimbursement therefor by Oregon State Highway Commission; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, shall acquire and install two Commissioner's Standard No. 2 flashing light signals at proper locations to the right of vehicles approaching the crossing, one on each side of the track; and it is further

ORDERED that the signals shall be actuated through track circuits in such a manner that a warning interval of not less than 20 seconds nor more than 30 seconds shall be provided before the arrival of a train at the crossing when approaching at highest train speeds permissible in the area; the control circuits to be so arranged as to also provide adequate warning of the approach of trains travelling in a northward direction from the auxiliary track which diverges from the main track immediately south of the crossing; and it is further

ORDERED that the signal installation, together with the track circuits necessary to the operation of the signals, shall be made by Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, in accordance with standard installation procedures, and that after said installation, Baker County shall reimburse Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, for

50% of the costs incidental thereto; and it is further

ORDERED that, after completion of the project, Baker County, Oregon shall maintain the crossing, the highway and its appurtenances and facilities and surfacing, including the area between the rails; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, shall maintain their track and roadbed, together with the flashing light signals and their operating controls; and it is further

ORDERED that the designation 2A-337.1 presently assigned to the crossing be continued as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 15th day of May, 1958.

HOWARD MORGAN

Public Utility Commissioner

(OFFICIAL SEAL)

RECEIVED
MAR 17 1958
FOR FILING

S-128(2) J. J. Paxson
FORM E/SOX—25M—8-55—98209
5597

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 11, 1958

SUBJECT: File PUX 250
O.W.R.R. & N. Company
Baker, Oregon

To: Memorandum to file

Hearing on this matter was held in the County Courthouse at Baker, Oregon, beginning at 9:30 o'clock A.M. March 3, 1958, and concluding about 12:30 o'clock P.M.

The following appearances were filed:

Mr. Silvan, Attorney for Union Pacific Railroad

Jesse R. Himmelsbach, District Attorney, Baker County

Robert A. Holland, Staff Attorney, Oregon State Highway Commission.

In my opening statement, it was stated that I was appearing on behalf of the Oregon State Highway Commission in respect to their FAS secondary contract with Baker County. It was further stated that no issue had arisen concerning the construction aspects at the grade crossing. The sole issue concerned the necessity and desirability of electrical warning signals as required by the federal government. Mr. Himmelsbach requested that I do not appear on behalf of Baker County so that the hearing would be three-cornered and thereby allow double cross-examination of the witnesses.

During the proceedings, the following witnesses were placed on the stand and interrogated by the various parties present and the examiner:

Mr. Evans, School Superintendent, Baker County

Mr. Vervacki, General Manager, Lime Company, Baker, Oregon

NOTED

Lloyd Rea, County Judge, Baker County

Mr. Best, Roadmaster, Baker County

Earl Chantry, Assistant Superintendent of Transportation,
Union Pacific Railroad

R. C. Baysinger, Assistant Manager, Union Pacific R.R. Co.

Mr. Bickmore, Assistant Division Engineer, Oregon State
Highway Commission.

Mr. Evans testified that, after construction is completed, the school bus will travel over this route going in a westerly direction in the A.M. and easterly in the P.M.

Mr. Vervacki testified that the Lime Plant employs fifty-seven persons, forty-five of which use this crossing twice daily, except on weekends. He further testified that in his opinion, signalization of this crossing was not absolutely necessary but would be desirable.

Mr. Lloyd Rea, Baker County Judge, testified that the federal government required signalization of this crossing before federal aid would be granted and that no federal monies would be allocated for signalization. He further testified as to the general weather conditions pertaining to small amounts of fog and occasional snow flurries which obscure vision at this crossing. He testified that sight distances were virtually unlimited excepting for a few buildings in the northwest quadrant.

Mr. Best, Baker County Roadmaster, testified that the traffic count was in excess of 200 before the Lime Plant was built and that now, the traffic count would be close to 300. His testimony concerning the traffic count was corroborated by all other witnesses and went unchallenged by the railroad company. He further testified that signalization would be necessary.

Mr. Bickmore, Assistant Division Engineer of the Highway Department, testified concerning the general construction plans and as to the necessity for signalization. He further testified that a contract for this project had been let and that the project would be completed in approximately five months.

Mr. Earl Chantry, Union Pacific Railroad, testified that there are approximately twenty train movements per day; six passenger, ten freight, and four light diesel. He further testified that passenger trains travel at the rate of seventy-nine miles per hour past this crossing. He had no further testimony and offered none concerning the advisability of signalization.

Mr. R. C. Baysinger, Assistant Engineer, Union Pacific Railroad, testified that he was not familiar with this crossing. His only testimony pertained to the cost of signalization which he said amounted to $13,602.00.

The railroad company insisted that, if ordered to cooperate, that the order should state that they were doing so by their consent and not in any manner which would establish a precedent. They further requested that the terminology in the order pertaining to guard rails be modified to allow the use of guard timbers. This would be necessary to prevent a break in a guard rail from actuating the signals.

ROBERT A. HOLLAND
Staff Attorney

RAH:mmb
cc: Forrest Cooper
G. S. Paxson
L. I. Lindas
Tom Edwards
A. F. Parson

RECEIVED
MAR 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 11 1958
FOR FILING

[illegible]

5087

March 11, 1958

Mr. J. A. Bunjer
Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha 2, Nebraska

Dear Mr. Bunjer:

Reference is made to the matter of rubber-pad surfacing for grade crossings of railroads as mentioned in your letter of February 10, 1958 (your file E-1045).

I have a cost estimate of the furnishing of pads for the one grade crossing of the Union Pacific Railroad Company which we have scheduled for this year. As I told you in my letter of February 4, this is on a county road. The cost of furnishing the material for this crossing is about $2,150. This is a great deal more money than the county is willing to expend for the purpose and it would seem that we will have to postpone any experimental project until such time as one of our state highways is to be constructed across the railroad tracks.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams

MEMO TO FILES
2/20/58

NOTED

RE: Goodyear Rubber Grade Crossing Pads
Wingville Crossing, UPRR
FAS 506, Baker County

Mr. Paxson; Mr. Knax, representing Goodyear Tire & Rubber Company; and I met in Mr. Paxson's office 2/19/58 to discuss the cost of Goodyear Rubber Grade Crossing Pads. The installation consists of a center pad and as many side pads as required to obtain the necessary crossing width.

Mr. Paxson estimated the cost of the Wingville crossing of the UPRR in Baker County on the basis of a 27-foot crossing as follows:

9 center pads @ $109.00	$ 981.00
18 side pads @ 47.00	846.00
	$1,827.00 ✓
Material	320.00
Labor, 8 to 10 hours, approx.	120.00
Total.....	$2,267.00

It was Mr. Paxson's thought that this cost was too high for the county to participate in but that the county should be contacted to get their views on the matter to learn whether or not they would like to go for the installation.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm

Entered 5087

RECEIVED
MAR 6 - 1958
FOR FILING

Monthly Transaction No.
3-22

Project Report No.
3

S-128

5087

Form
(-29-5)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

3-4-58

State: **Oregon**
County: **Baker**
Project No. **S-128(2)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Wingville Section of the Wingville Lane Road, from junction with FA-1 west approx. 3.5 miles (a County Road).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	11/15/57	3.5
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 103,385.15	Federal funds $ 64,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C F Polk
Division Engineer

Date executed by Division Engineer March 4, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Wingville Section
Wingville Lane Road
Baker County

NATURE OF WORK:

Grade and Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
5087 5087 Arthur Simonsen & Co. 12-11-57

DATE OF COMPLETION: 110 Workdays from 3-1-58

REMARKS:

Oregon State Highway Department

Federal Aid Secondary
Project No. S-128(2)

WINGVILLE SECTION OF THE WINGVILLE LANE ROAD IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

Type Code 5231
Roadway (Sta. 13+00 to Sta. 195+43.84) (Contract No. 5087)

Clearing and Grubbing	All	Required		$ 2,500.00
Drainage Excavation, Unclassified	210	cu. yds.	$ 3.00	630.00
Special Borrow Excavation, Unclassified	48,400	cu. yds.	.30	14,520.00
General Excavation, Unclassified	14,700	cu. yds.	.25	3,675.00
Stripping Borrow Pit	15,000	cu. yds.	.20	3,000.00
Truck Haul	117,900	yd. mile	.14	16,506.00
Finishing Roadbed and Slopes	3.46	miles	400.00	1,384.00
18-inch Corrugated Metal Pipe	780	lin. ft.	3.75	2,925.00
24-inch Corrugated Metal Pipe	150	lin. ft.	6.00	900.00
30-inch Corrugated Metal Pipe	6	lin. ft.	8.50	51.00
72-inch Arch Type Corrugated Metal Pipe	20	lin. ft.	42.00	840.00
18-inch Concrete Pipe	6	lin. ft.	3.25	19.50
24-inch Concrete Pipe	50	lin. ft.	5.50	275.00
36-inch Concrete Pipe	40	lin. ft.	9.50	380.00
Salvaging Culvert Pipe	50	lin. ft.	2.00	100.00
3/4" - 0 Material in Leveling Course	7,200	cu. yds.	2.85	20,520.00
Sprinkling	270	M-gals.	3.00	810.00
Preparation of Base	3.46	miles	200.00	692.00
3/4" - 0 Material in Binder Course	420	cu. yds.	3.95	1,659.00
MC-2 Asphalt	70	tons	51.00	3,570.00
Furnishing and Placing Aggregates	2,170	cu. yds.	4.00	8,680.00
120-150 Asphalt	160	tons	47.50	7,600.00
RS-1 Asphalt	50	tons	50.00	2,500.00
				$ 93,736.50
Flagging (57½% of Contractor's Cost)				250.00
	Subtotal			$ 93,986.50
	10% Engr. & Cont.			9,398.65
	Total			$103,385.15

Length of Roadway . . . . 3.450 miles
Length of 1 Structure . . . . 0.005 mile
Total Length . . . . 3.455 miles
Cost of Roadway Per mile. $29,966.71

Federal Funds	$64,000.00
State Funds.	19,692.55
County Funds.	19,692.60
	$103,385.15

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

NOTE: Necessary funds have been deposited by Baker County with the Highway Department.

NOTED
Harold C. Ayers

MEMO TO FILES
2/20/58

RE: Goodyear Rubber Grade Crossing Pads
Wingville Crossing, UPRR
FAS 506, Baker County

Mr. Paxson; Mr. Knax, representing Goodyear Tire & Rubber Company; and I met in Mr. Paxson's office 2/19/58 to discuss the cost of Goodyear Rubber Grade Crossing Pads. The installation consists of a center pad and as many side pads as required to obtain the necessary crossing width.

Mr. Paxson estimated the cost of the Wingville crossing of the UPRR in Baker County on the basis of a 27-foot crossing as follows:

9 center pads @ $109.00	$ 981.00
18 side pads @ 47.00	846.00
	$1,827.00
Material	320.00
Labor, 8 to 10 hours, approx.	120.00
Total.....	$2,267.00

It was Mr. Paxson's thought that this cost was too high for the county to participate in but that the county should be contacted to get their views on the matter to learn whether or not they would like to go for the installation.

John D. Graham
Office Engr., County & City Relations

JDG:mm

Paxson will write to R.R.
informing them that cost
is excessive. 2/21/58

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

RECEIVED
FEB 17 1958
FOR FILING

8-128 (2)

5387

Cross Referenced To:
adm
Foreign
Nebraska

Salem, Oregon
February 14, 1958

Experimental installation of
Goodyear Grade Crossing Pad

Mr. C. G. Swenson

I am attaching a copy of correspondence with the Union Pacific Railroad Company having to do with the grade crossing on the Wingville Road in Baker County. You will not in Mr. Bunjer's letter of February 10 that he makes a definite proposal for the installation of this material. From his letter the county would purchase the material and thereafter would pay one-half of the cost of maintenance.

Will you please get an estimate of cost of the necessary material from the Goodyear people and then confer with Baker County as to its wishes in the matter. It may be that lowered maintenance cost would make it profitable for the County to accept the offer of the Union Pacific Railroad Company.

G. S. Paxson

GSP:gm
cc Mr. W. C. Williams

Attach.

UNION PACIFIC RAILROAD COMPANY

ENGINEERING DEPARTMENT

J. A. BUNJER
CHIEF ENGINEER

1416 DODGE STREET
OMAHA 2, NEBRASKA

February 10, 1958

E-1045

REFERRED TO
Paxson
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

Referring to your letter of February 4th and mine of January 24th relative to experimental installation of the Goodyear Grade Crossing Pad.

In reply to your letter date above mentioned, last paragraph, in connection with proposal that could be made to counties relative to this matter, I would suggest that you advise them that we will replace all of the ties with new ties in the crossing, provide furring strips , new ballast and assume the cost of installing the Goodyear type crossing and one-half the cost of the maintenance if the County will purchase the crossing at their expense.

The maintenance should be relatively low and we are certain that with the replacement of all the ties and ballast prior to its installation that this price will be very nominal.

Yours very truly,

J A Bunjer

RECEIVED
FEB 13 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 4 - 1958

FOR FILING

2

February 4, 1958

Mr. J. A. Bunjer
Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha 2, Nebraska

Dear Mr. Bunjer:

I have your letter of January 24 concerning the experimental installation of the Goodyear Grade Crossing Pad. We do not have any current projects involving grade crossings of the Union Pacific Company's tracks by any of our state highways and, so far as I know, we have nothing in the immediate future along this line.

There are, however, a few road projects on county roads in which the State contributes a portion of the money for the construction and does the engineering, but the maintenance and operation of these roads is entirely a function of the county courts. There is one current job at Wingville in Baker County which is under contract for improvement and involves the widening and resurfacing of an existing grade crossing. An application has been made to the Oregon Public Utility Commissioner covering this improvement to the crossing and also covering the matter of installation of flashing light signals. The hearing on this application has not as yet been scheduled.

In the application for a hearing it was specified that the Railroad Company would provide creosoted ties in this area of the crossing and that the crossing itself would be paved under the contract. It was also specified that the County would be responsible for maintenance of paving at the crossing. I do not know whether the County would undertake the maintenance of the crossing pad nor do I know whether it would contribute to the cost of its installation. The paving and maintenance of the pavement would be a rather minor item with the County as it would be done along with maintenance of other sections of the road.

We are of the opinion that the proposed installation would be superior from the standpoint of both the Railroad Company and the Highway Department and is an installation that would be well worth trying. If you will advise just what sort of proposal could be made to the County in the matter, I would be glad to take it up with the County.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson
GSP:gm hi

UNION PACIFIC RAILROAD COMPANY

ENGINEERING DEPARTMENT

J. A. BUNJER
CHIEF ENGINEER

1416 DODGE STREET
OMAHA 2, NEBRASKA

January 24, 1958
E-1045

REFERRED TO
Paxson
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

(CC- Mr. D. F. Wengert - Portland
Mr. G. H. Baker - Portland
Mr. R. M. Brown - Portland)

Dear Mr. Williams:

We have recently been contacted by the State of Washington in regard to common standard drawing using steel rails for flangeways in highway-railway crossings.

We have not condoned this practice, especially in signal territory, due to the fact that we once had a serious derailment because the current was carried through and the signals were left clear.

We have recently started installation of the Goodyear Grade Crossing Pad at several test locations and believe they are going to stand up far longer than the plank and asphalt type. There is one crossing on the Erie Railroad that has been in service for several years and on my last contact with the Goodyear people they advised that there has been no material wear and that the crossing was still smooth. One big advantage of this type of crossing is that no moisture can get under the track from the surface which tends to prevent heaving from freezing weather and the pumping action of trains going over the crossing.

While I am not particularly interested in selling the Goodyear Grade Crossing Pads I do believe they are worthy of consideration and would like your cooperation on the next joint project to install such a crossing as a test and we would be glad to have your people examine it personally and then come to a conclusion as to whether or not it was worthwhile.

I believe that the crossing in itself is about as cheap as a concrete crossing and has several advantages in that it is not as bumpy. For your information I am attaching a couple of bulletins, one showing the details of the pad and the other the method of installation.

Will you please advise if you care to consider this.

Yours very truly,

JABunjer

FORM E-123X 5M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
[illegible], MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
DEC 31 1957
FOR FILING

December 26, 1957

Mr. Howard Morgan
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 250-Wingville County Road No. 506
Signals - OWRR & N Co. (Baker County)

Dear Sir:

Herewith I hand you original and three copies of answer of the State of Oregon, by and through its State Highway Commission, to the petition of Baker County in the above entitled cause and matter.

Two of the copies are for service on Union Pacific Railroad Company and the other copy is for service upon Baker County.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper ✓ - with copy of answer
Mr. G. S. Paxson " " " "
Mr. Tom Edwards " " " "
Mr. A. F. Parson " " " "

RECEIVED
DEC 26 1957
OFFICE OF
STATE HIGHWAY ENGINEER

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of BAKER COUNTY, OREGON, for authority to improve a crossing at grade with the tracks and right of way of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, and for the installation of automatic electric warning signals on the Wingville County Road No. 506, known as the WINGVILLE CROSSING SIGNAL PROJECT in the West half (W½) of Section 25, Township 8 South, Range 39 East, W.M., in Baker County, Oregon.	)	No. F-2601 ANSWER OF OREGON STATE HIGHWAY COMMISSION

Comes now the State of Oregon, by and through its State Highway Commission, Respondent, and for its answer to the petition in the above entitled cause and matter:

I

Admits each and every allegation in said petition contained.

WHEREFORE, Respondent prays that an order be issued in accordance therewith and for such further order or orders as may be proper.

Dated at Salem, Oregon, this 26th day of December, 1957.

STATE OF OREGON, by and through its
State Highway Commission

LEONARD I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. M. DeSOUZA
J. M. DeSouza-Assistant Counsel for
the State Highway Commission

ECEIVED
DEC 13 1957
FOR FILING

[illegible]

5607

file

Finance #181
Maint. #330

Salem, Oregon
December 12, 1957

FAS Project Agreements
Baker County

Mr. C. G. Swenson
City & County Relations Dept. Engineer
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Baker County covering the Wingville Section of FAS 506 in Baker County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Baker County.

Secretary

rn
Attach: 5

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1957

SUBJECT: FAS Project Agreements,
Baker County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Wingville Section of FAS 506 in Baker County. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on May 16, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Dec 3 1957

AUTHORIZED BY HIGHWAY COMMISSION
DATE 5-16-57 Minute Page 33
Secretary

RECEIVED
DEC 2 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 10 1958

FOR FILING

[illegible]

5087

December 11, 1957

Arthur Simonsen & Company
2 55 - 8th Street
Baker, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957 accepted your proposal for grading and oiling on the Wingville Section of the Wingville Lane Road in Baker County for the sum of $93, 736.50, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5087.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

NOTED
J. Mc C.

Form A-180—10M—6-57

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
John [illegible]

Baker County
Baker, Oregon

Attn: County Court

RECEIVED
DEC 12 1957

Invoice No. 53730

Date December 10, 1957

Your Req. No.

Billing Request No. cc 374

Credit Distribution: 501-1032-29

Advance Deposit	21,099.93
Partial transfer county's share total cost of Wingville Section, FAS 506, covered by agreement dated December, 1957.	18,099.93
To be retained	$3,000.00

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ________________________________

State Printing 4396

NOTED
V. R. JONES

December 10, 1957

NOTED
Harold G. Ayers

Baker County Court
Courthouse
Baker, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of an advance deposit of $1,300 which, together with the $16,000 deposited 6/20/57 and the $3,799.93 refund due on the Middle Unit, Rock Creek-Haines and Muddy Creek School-Haines Junction project, makes a total deposit of $21,099.93 in connection with the Wingville section of FAS 506.

A contract will be awarded to Arthur Simonsen and Company and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

NOTED
JOHN D. GRAHAM

TED
WENSON

FORREST L. HUBBARD, Circuit Judge
ROBERT F. VAUGHAN, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
LLOYD R. COOK, Sheriff
UNNAR STEVENS, Assessor
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, ND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

Dec. 6, 1957

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
John F. Hagemann

Mr. John F. Hagermann
Engineer, State Highway Dept.
County-City Relations
Salem, Oregon

Dear Fred:

Enclosed you will find the check for $1300.00 for Baker County's share, that is the balance due, on the Wingville FAS project.

We thank you again for you the help your department gave on getting this project within or funds.

Yours very truly,
Lloyd Rea
Lloyd Rea
County Judge

NOTED
JOHN D. GRAHAM

Ck for $1,300.00
rec'd 12-9-57

RECEIVED
DEC 9 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
V R JONES

NOTED
Harold C. Ayers

December 6, 1957

Baker County Court
Courthouse
Baker, Oregon

NOTED
John F. Hagemann

Gentlemen:

On December 5 a satisfactory bid was received from Arthur Simonsen & Company of Baker for construction of the Wingville Section of FAS 506. As per the agreement between county and state, the following advance deposit is required from the county prior to award of a contract:

Bid Items	$ 93,736.50
Flagging	250.00
12-1/2% Engineering & Contingencies	11,748.31
Estimated Total Cost	$105,734.81
County Advance Deposit of 20% =	$ 21,100.00

We have on hand a total of $19,799.93 ($16,600 deposited 6/20/57 and $3,799.93 refund due county on the Middle Unit, Rock Creek-Haines and Muddy Creek School-Haines Junction project, contract no. 4643) of county funds. This leaves a balance of $1,300 to be deposited at this time. Please make this deposit by means of a check or warrant in the amount of $1,300 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit a contract will be awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
JOHN D. GRAHAM

By

John F. Hagemann
Asstnt. Engineer, County & City Relations

Deposit
Rcvd
12/9/57
501-1032
Cnt #5087

JFH:mm

NOTED
C. G. SWENSON

RECEIVED
DEC [illegible] 1957
FOR FILING
FORM 230—20M—11-55—90224

S-128 [illegible]

5087

Cross Referenced To:
Maint
Traffic S
BK

R

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1957

SUBJECT: Traffic Data - Our crossing No. 2A337.1
FAS 506 -- Wingville County Road

To: G. S. Paxson
Assistant State Highway Engineer
BUILDING

You request pertinent traffic data of the subject railroad grade crossing particularly as might be affected by traffic to and from the lime plant in proximity to the crossing.

An investigation was made in the field by a representative from this office, during which Mr. Verbackie, Superintendent of the lime plant, was contacted to determine if additional personnel would be working at the plant at a later date. The plant was completed and in normal operation. A portable traffic counter was set out just east of the railroad tracks for a full week and revealed that the 1957 ADT would be about 215.

As a matter of record, the hauling from the lime deposit to the plant comes from west of the plant and does not cross the railroad tracks.

A figure of 200 ADT was quoted to Mr. De Souza on October 30, 1957.

F. B. Crandall
F. B. Crandall
Traffic Engineer

FBC:dp

NOTED
G. S. PAXSON

RECEIVED
DEC 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

11-27-57

Oregon Project S-128(2)
FAS [illegible]

RESOLUTION

WHEREAS, a county road in Baker County, State of Oregon, known as the Wingville Lane County Road, is routed through the County of Baker, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Baker County, the section adopted for improvement being more particularly described as follows; to wit:

> From a point near Pine Creek easterly to FAP Route 1, a distance of 3.455 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Baker will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Baker County, Oregon, that no encroachments will be permitted on the county road known as the Wingville Lane County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Baker County, Oregon, this 27 day of Nov., 1957.

By:

County Judge Lloyd Rea

County Commissioner R. M. Phipps

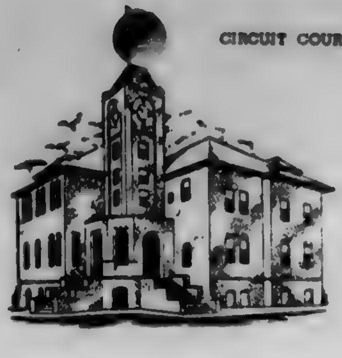
County Commissioner

ATTEST:

Vard A. Young
County Clerk

cc-12(1956)

FORREST L. HUBBARD, Circuit Judge
ROBERT F. VAUGHAN, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
LLOYD R. COOK, Sheriff
UNNAR STEVENS, Assessor
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master



CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, D MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

Nov. 27, 1957

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

NOTED
V. R. JONES

Mr. John F. Hagermann
Asst. Engineer, County-City Relations
Salem, Oregon

Dear Fred:

Enclosed you will find the signed agreements and resolutions and requested inyour letter of Nov. 25th.

One Commissioner is out of the county, therefore, we are unable to get his signature.

While we were in Portland, we went up and talked with the U..P.R. R. regarding the signal light. We suggested that we pay one-half of the installation and they seemed to think that was alright. But, they told us they would write us and we have not heard as of this date. They did bring up the question of paying one-half of the maintenance cost. We told them we did not see how we could undertake such a thing, as we did not see how we could bind another court in future years. If you have any information on this question, I would appreciate hearing from you.

Yours very truly
Lloyd Rea
Lloyd Rea
County Judge

Talked to Judge
on phone 12/2/57

RECEIVED
NOV 29 1957
ENGINEER
COUNTY-CITY RELATIONS

NOTED
C. G. SWENSON

FORM E-122X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
DEC 4 1957
FOR FILING

November 27, 1957

Mr. Lloyd Rea, County Judge
Baker County Court House
Baker, Oregon

Re: Pux 250-Wingville County Road No. 506
Signals-OWRR & N Co. (Baker County)

Dear Mr. Rea:

On November 8, I sent you copies of proposed application by Baker County relative to the improvement and installation of signals on the Wingville County Road No. 506.

Nothing further has been heard regarding the matter and the purpose of this communication is to inquire as to its present status. Bids on the project will be received by the Highway Commission on December 5, and it is very desirable that the proceedings before the Public Utilities Commissioner be underway as promptly as possible.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

NOTED
G. S. PAXSON

JWD:RN
cc: Mr. G. S. Paxson ✓

RECEIVED
NOV 29 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM H-30X—37,900—8-57—1477

Cross Referenced To:
[illegible]
Traffic S
RR

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 31, 1957
Salem, Oregon

SUBJECT: Request for Traffic,
RR Warrant Data, etc.
FAS-506, Wingville County Road
South of Haines

To: R. C. Blensly
Planning Survey Engineer
Office

There is to be an FAS Project on FAS-506 from the Old Oregon Trail westerly toward Wingville, and Mr. Paxson is desirous of obtaining traffic and train data. I checked the 1956 ADT book and we quote 140. I notice that the 1952 ADT inherent hazard rating is figured from "191" with 16 trains. I also am returning to Dennis Peterson with his copy of this letter the crossing index card for Crossing No. 2A337.1. A check made this date with Mr. Jaque in PUC indicates that there have been no reported accidents at this crossing from 1934 through August, 1957. This is contrary to the first notation on the card, but I think that there is some point of confusion between the entry 34-43 on this card and on the same card for Crossing No. 340.6. I would appreciate your refiguring the inherent hazard and priority rating on this crossing in light of the new information.

I also would like to have an estimate of traffic usage not only on present day volume, but on potential usage. The potential usage centers around the fact that a lime plant is to be built in the area west of the highway and some use of this crossing will be made. This will undoubtedly take an on the ground inspection with residents of Baker, our Division Engineer, DMS Wimer and/or others. If you do not have a man that will be going into this area in the next three or four weeks, you might check with Val Johnson and see if he has a man who can obtain this information, or possibly, a letter to Division Engineer Parson requesting him to get this dope for us would suffice. At any rate, will you favor me with a report on this within the next month so that we may transmit it to Mr. Paxson.

NOTED
S. PAXSON

F. B. Crandall
Traffic Engineer

JAH:njs

cc: G. S. Paxson
Joe Gately
Dennis Peterson

RECEIVED
OCT 31 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORREST L. HUBBARD, Circuit Judge
ROBERT F. VAUGHAN, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
LLOYD R. COOK, Sheriff
UNNAR STEVENS, Assessor
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUAR COND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

Oct. 29, 1957

Mr. John F. Hagemann
Engineer,
County-City Relations
Salem, Oregon

Dear Fred:

I am writing you in regard to the signal on the Wingville road where it crosses the U. P. Railroad.

The county court understands the Bureau of Public Roads requires that a signal be installed if and when the above road is rebuilt. We also agree the Baker County will assume any and all cost connected the installation of the signal. By this I mean, that we will assume any cost that is placed against the highway departments because of the installation.

Yours very truly,
Lloyd Rea
LloydRea
County Judge

Copy made
for Mr. De Souza
11/4/57

RECEIVED
OCT 30 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 30 1957
FOR FILING

Cross Referenced To:
Maint
Traffic 8
R.R.

Salem, Oregon
October 29, 1957

Railroad grade crossing,
Wingville County Road in
Baker County

Mr. J. W. DeSouza

Herewith six prints from a drawing entitled "Railroad Crossing on Wingville Section, FAS 506, Baker County", dated August 1957.

The Wingville County Road is a portion of Federal Aid Highway on County Roads No. 506. Baker County proposes to resurface this road as a federal-aid project. The resurfacing will be carried across the railroad crossing but will not involve any change in the location or angle of crossing, and I have been given to understand by the Public Utility Commissioner that a hearing would not be required on account of the resurfacing.

The Federal rules for federal-aid projects require that standard flashing light signals be placed on all grade crossings of high-speed mainline railroads. This is the main line of the Union Pacific and is in a high-speed territory. It will be necessary that signals be placed. Baker County is aware that most, if not all, of the cost of this signal will be charged against them, and they have included money in their budget to cover the costs. Since it is on a county road, none of the costs should be assessed to the State.

I would suggest that we draft the petition and have Baker County make the application in their own name. We would cooperate by furnishing such witnesses at the hearing as would be necessary. The petition could either be under state law with a request for a sizable assessment against the railroad or we could admit this as a federal-aid project and attempt to get 10 percent. In view of our experience at the Pocahontas crossing, I believe it would be better to make this a federal-aid project.

Data on the crossing is all shown on the attached drawing. The crossing is at Highway Stateion 180+22.46 and Railroad Station 3894+28. The angle of intersection is 123° 15' in the northeast quadrant. The grade approaching from the west is ascending at 1.22 percent and the approach from the east is ascending at 0.195 percent. Sight distance is practically unlimited in all quadrants except the northwest quadrant where it is obstructed by buildings and trees. In this quadrant from a point 100 feet west of the crossing an approaching train can be seen for 500 feet to the north.

It would be appreciated if you would prepare petitions in the name of Baker County so that we can send them to them for their action.

G. S. Paxson

GSP:gm
Attachs.

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. C. G. Swenson

NOTED
V. R JONES

File

NOTED
John F. Hagemann

NOTED
C. G. SWENSON

NOT
Har

MEMO TO J. W. NASH
10/23/57

FAS 506, BAKER COUNTY

TERMINI: From FAP Route 1 westerly to approximately 1.5 miles west of Wingville Grange Hall (Wingville Section).

PROPOSED WORK: Grade and drain, construct two-lane intermediate type surfacing.

PROJECT LENGTH: 3.40 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$130,000	$78,000	$26,000	$26,000 (County)

EXISTING FACILITY:
ROADWAY: 20' wide light crushed gravel wearing surface on 24' to 26' roadway. No substandard grade or alignment.
STRUCTURES: None.

ADJACENT SECTION
EAST END: Junction FAP Route 1
WEST END: 20' light crushed gravel wearing surface on 24' to 26' roadway.

PROJECT DATA
ROADWAY: Grade (widening) and drain on existing alignment, place base material and construct a type 0-11 oil mat wearing surface 20' in width with 4' shoulders.

ROW WIDTH; 60' minimum
MINIMUM DESIGN STANDARDS: No exceptions.
ACCESS CONTROL: None
RR XING:
NAME OF RR CO: U.P.RR.
NO. OF TRACKS: One
NO. OF TRAINS:
SIGHT DISTANCE: Restricted to north from a point west of the tracks looking north. Unrestricted in all other directions.
VEHICLE SPEEDS:
GROUP PRIORITY:
R R BENEFITS:
EXISTING PROTECTION:
PROPOSED PROTECTION: Flashing beacon

NOTED
JOHN D. GRAHAM

SYSTEM ACTION: None required
UNUSUAL OR COMPLICATED SITUATIONS: None

FAS 506 serves a section of the large, flat, irrigated valley north and west of Baker composed of large ranches raising cattle and producing feed and seed crops. This road is also part of the haul route for lime rock supplying the new lime plant located near the east end of the project.

Previous Proj S-128(1)

JFH:mm

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 7, 1957
Salem, Oregon

SUBJECT: Option
Wingville County Rd.
Baker County

To: C. G. Swenson
County-City Relations Engr.
OFFICE

RECEIVED
OCT 8 1957

Attached you will find 1 option in quadruplet for a Channel Change on the above named Section. Baker County is to acquire this right of way. This one parcel is all on this project.

We are attaching 4 prints of map number 1R-5-1076 covering this area and bearing our date of October 1, 1957.

27164 Bertha T. Rohner 5,000 sq. ft.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MM
blr
enc. 1 option
4 maps

cc: R. L. Porter
cc: R. W. Cozad (enclosed 1 print of map 1R-5-1076)

RECEIVED
OCT 8 1957
FOR FILING

October 7, 1957

1920-35 – accidents
see P.D.
[illegible] 1929

NOTED
G. S. PAXSON

~~Mr. R. E. Bnacke~~
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

We have a secondary highway project on the Wingville County Road in Baker County scheduled for construction next year. The present Wingville County Road crosses your track in the west one half of Section 25, Township 8 South, Range 39 East, Willamette Meridian. This project, insofar as the crossing of your track is concerned, will be confined to resurfacing and very minor modifications of the grade line. I have discussed the matter with the Public Utility Commissioner's office and am advised that no hearing will be necessary.

For your information, I am attaching two prints from our vicinity map entitled "Railroad Crossing on Wingville Section F.A.S. No. 506", dated August 1957.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

cc Mr. W. C. Williams
Mr. Tom Edwards/w.attach.
Mr. A. F. Parson/w.attach.

140 [illegible]

NOTED
Harold C. Ayers

NOTED
[illegible] JONES

Salem, Oregon
September 20, 1957

Wingville Section, FAS 506
Baker County

Mr. Tom Edwards
OFFICE

NOTED
John F. Hage

The field data for the subject named project has been reviewed with the county and the county advises it will be necessary to reduce the length to fit available funds. Available funds are approximately $140,000 ($130,000 of FAS funds plus $10,000 of 100% county funds); however, the county is also quite anxious that the most westerly house (Station 38) be included within the project limits.

The Soils Division has recommended by letter to you of September 13th a revision in the base design which, if approved, should materially reduce the over-all costs.

It is requested that a revised estimate of the costs for the section between Station 38 and Station 195+55.8 (east end of project as submitted) be furnished this office. If this estimate exceeds $140,000 we will again confer with the county and see if they can furnish additional funds.

There is a crossing of the main line of the U.P.R.R. within the limits of this project which will require signalization under B.P.R. regulations; however, the cost of this signal should not be included in the road estimate.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall

NOTED
G. SWENSON

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

FORM E-30X—67,500—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1957

SUBJECT: Wingville Section
F.A.S. 506
Baker County

NOTED
John F. Hagemann

To: Tom Edwards
Construction Engineer
OFFICE

J. F. Hagemann (County-City) requested we review the base design for the above section with the thought of placing additional selected subgrade material in lieu of crushed base.

The soil tests indicate a need of 13.5" of base plus wear, but the frost penetration in this section reported by the Division is 36". Our recommended base design would be equal to half the frost penetration, or 18" total base plus wear.

The typical section submitted by the Division shows the following depths:

1 1/4" 0-11
1 1/2 3/4"-0 Level
8 1/4" 2"-0 Crushed Rock
14" Selected Pit Run Topping

The typical section above was based on a tentative base design for estimating purposes before soil tests were submitted.

Three tests of the pit run gravel or selected subgrade material have been received (copies attached) and pass all base requirement tests except gradation.

As the County has no objection to the depth of select subgrade gravel, our recommendation is:

1 1/4" 0-11
3" 3/4"-0 level course
20" Selected Subgrade Gravel

NOTED
[illegible]

NOTED
C. G. SWENSON

Page 2
September 13, 1957

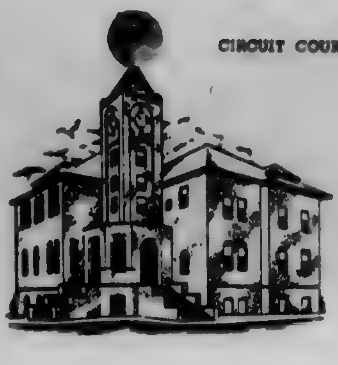
J. F. Hagemann is to meet with Baker County officials regarding this matter Monday, September 16, 1957.

G. L. Decker
Staff Assistant

GLD/le

cc: F. Hagemann
F. Hall
V. G. O'Neil

FORREST L. HUBBARD, Circuit Judge
ROBERT F. VAUGHAN, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
LLOYD R. COOK, Sheriff
UNNAR STEVENS, Assessor
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master



CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, [illegible]ND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

June 17, 1957

Mr. Clarence Swenson
Engineer, County-City Relations
Salem, Oregom

Dear Clarence:

I am enclosing our warrant for $16,000.00 to be held and applied later on our FAS projects in our County.

Please send us a receipt to be placed in our files.

Baker County warrant No. 6659
for $16,00000 to Acctg Div. 6-19-57
7 Query

Yours very truly,

Lloyd Rea
County Judge

RECEIVED
JUN 18 1957

RECEIVED
JUN 18 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

NOTED
Harold C. Ayers

May 20, 1957

Baker County Court
Courthouse
Baker, Oregon

NOTED
John F. Hagemann

Gentlemen:

On May 16th the Highway Commission approved the project on FAS 506 as described in the attached tabulation which is believed to conform with the County's request.

Survey work for this project will be performed under the supervision of our division office in La Grande.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

Att: 57-d

NOTED
JOHN D. GRAHAM

NOTED
G. SWENSON

BAKER COUNTY
PROPOSED PROJECT

FAS 506 - Wingville Section, approximately 3.6 miles, $129,000. This section extends from a county road junction approximately 1.6 miles west of the Wingville Grange Hall, easterly to a junction with the Old Oregon Trail Highway (FAI Route 2).

The proposed project is to grade (widening), drain, place base material, and construct a 20' wide O-11 with 4' shoulders. The county has acquired a gravel pit adjacent to the west end of the project which has been tested by our laboratory and found to be satisfactory with a very low P.I. A preliminary base design has been set by our Soils Division totaling 25" of which the bottom 14" is pit run gravel. The county has requested a heavy base design; however, they have further requested that careful consideration be given to a design wherein pit run gravel makes up as much of the total base course thickness as practical.

The $129,000 programmed represents the presently estimated total funds available to Baker County in this biennium. The project costs will no doubt exceed this amount; however, after the survey has been made and an estimate based on actual quantities is available, the county should be consulted relative to adjusting the FAS project by county performance of a portion of the work or some other method.

(57-d)
4/18/57

FORREST L. HUBBARD, CIRCUIT JUDGE
JESSE R. HIMMELSBACH JR., DISTRICT ATTORNEY
LLOYD REA, COUNTY JUDGE
R. M. PHIPPS, HUNTINGTON, ORE.
GILL C. WRIGHT, NEW BRIDGE, ORE.
COMMISSIONERS
GRANT A. YOUNG, COUNTY CLERK
DELMAR E. DIXON, SHERIFF
UNNAR STEVENS, ASSESSOR
MABEL C. RAGSDALE, TREASURER
LEORA SHARP, SCHOOL SUPERINTENDENT
THAD P. BEATTY, CORONER
WALLACE MAXWELL, WATER MASTER

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, SECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

NOTED
V. R. JONES

March 5, 1957

NOTED
[illegible] C. Ayers

NOTED
V. R JONES

State Highway Department
County-City Relations Department
Salem, Oregon

Dear Fred:

Re: Wingville FAS Project:

As you will recall, the last time I was in Salem I came in and discussed with you the amount of base we should put on the above road.

I talked with the company yesterday that will do the hauling to the new lime plant that will be located on this road. They tell me that they will have three trucks running 16 hours per day and they will haul about 24 loads per day. They estimate 5120 loads per year will be the absolute amount hauled.

The tractor will weigh 12,000.00. The trailer will weigh 10,200.00. This setup will have two trailers. The front axle will have 10,000.00 lbs., each trailer axle will have 18,000.00.

They plan to stock pile in the summer months and will not be operating in the soft months of spring. They told me it might be as much as four months when they would not be using the road.

I hope this information will be of some assistance to you and with best regards to all, I remain,

Sincerely,

Lloyd Rea

Lloyd Rea
County Judge

RECEIVED
MAR 6 1957

NOTED
JOHN D. GRAHAM

RECEIVED
MAR [illegible] 1957
OREGON
STATE HIGHWAY COMMISSION

S-363(1) Dompier Cr. Sec. of the 1957
Forest Boundary-Tiller Rd.
#5088 (Grading and Oiling)

ON STATE HIGHWAY DEPARTMENT

INVOICE

INVOICE NUMBER 63192

DATE	BILLING REQ. NO.	YOUR ORDER NO.	CREDIT DISTRIBUTION
[illegible]	[illegible]		[illegible]

Contract 5088
L-362(1)

NOTED
JOHN D. GRAHAM

NOTED
NOTED
W. R. JONES

[illegible]
[illegible]

NOTED
Harold C. Ayers

Make checks payable to the Oregon State Highway Department

NOTED
John F. Hagemann

Send Remittance To:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
[illegible]			
[illegible]	[illegible]		[illegible]
[illegible]	[illegible]		[illegible]
			[illegible]

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

A 150X (REVISED 12-59)

NOTED
C. G. SWENSON

January 13, 1960

Douglas County Court
Courthouse
Roseburg, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Final costs are now available for the Dompier Creek Section of FAS 801. As shown in the attached cost statement, a balance of $896.84 is due the State from the County. You will receive a billing form for this amount from our accounting division within the next few days. Please make payment upon receipt of this billing form.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

cc: Mr. Al H. May, County Engineer

NOTED
JOHN D. GRAHAM

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS DATE: 1/13/60

County Douglas Contract No. 5088 Date Completed 11/12/58

FAS 801 Section Dompier Creek

PAYMENTS TO CONTRACTOR

Item	Total Cost
Payments to contractor as per attached tabulation	$167,008.64
Credit for pipe purchased under Price Agreement No. 5	118.98 Cr.
Construction engineering	10,975.01
TOTAL CONSTRUCTION COSTS	$177,864.67
FEDERAL FUNDS COLLECTED FOR PROJECT.	$109,671.00

AGREED COUNTY SHARE OF TOTAL COSTS
(50% of difference between total cost and federal funds)

($177,864.17 - $109,671) X 1/2 = $34,096.84

County Share	$34,096.84
Advance Deposit.	33,200.00
BALANCE DUE STATE	$ 896.84

JFH:mm

March 30, 19[illegible]

STATE OF OREGON,

To EARL L. McNUTT Co., Dr.

County Douglas

Postoffice address Eugene, Oregon

Highway Forest Boundary - Tiller Road

Work done to Nov. 12, 1958

Contract No. [illegible]

Section [illegible] Creek

Prefix No. 510-1043-201(41)

Estimate No. 12 Final

ITEMS	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Clearing and grubbing	all	10000.00	100%	10,000.00	10,000.00	-
2. Drainage excav., unclass.	c.y.	5.00	744.58	3,722.90	3,702.10	20.80
3. Special borrow excav., unclass.	c.y.	.65	9,360	6,084.00	[illegible]	-
4. General excav., unclass.	c.y.	.60	137,956.9	82,774.14	82,774.14	-
5. Short overhaul	yd.sta.	.015	246,511.9	3,697.68	3,697.68	-
6. Long overhaul	C-yd.sta.	1.00	571.3	571.30	571.30	-
7. Finish. roadbed and slopes	mile	1000.00	1.03	1,030.00	1,030.00	-
8. Rounding cutbanks	l.f.	.20	2,470	494.00	494.00	-
9. Salvaging culvert pipe	l.f.	3.00	44	132.00	132.00	-
10. 12" corr. metal pipe	l.f.	3.30	114	376.20	376.20	-
11. 18" corr. metal pipe	l.f.	4.70	555	2,608.50	2,608.50	-
12. 72" corr. metal pipe	l.f.	35.00	62	2,170.00	2,170.00	-
13. 132" struct. plate pipe, 10 ga.	l.f.	95.00	126	11,970.00	11,970.00	-
14. 8" perf. metal drain pipe, unctd.	l.f.	1.75	1,204	2,107.00	2,107.00	-
15. Special backfill in drains	c.y.	6.00	352	2,112.00	[illegible]	-
17. Coarse cr. mat. in base	c.y.	3.00	4,728	14,184.00	14,184.00	-
18. 3/4"-0 mat. in base	c.y.	3.40	1,190	4,046.00	4,046.00	-
19. Sprinkling	M/gal.	2.00	394	788.00	788.00	-
20. Preparation of base	mile	400.00	1.03	412.00	412.00	-
21. 3/4"-0 mat. in binder cr.	c.y.	4.50	208	936.00	936.00	-
22. Furn. & placing aggregates	c.y.	5.00	680	3,400.00	3,400.00	-
23. RC-3 asphalt	ton	55.00	20.57	1,131.35	1,131.35	-
24. 120-150 asphalt	ton	50.00	30.41	1,520.50	1,520.50	-
PA#1 18" concrete	l.f.	6.50	15	97.50	97.50	-
PA#2 General excavation	c.y.	.60	10,000	6,000.00	6,000.00	-
PA#3 Clearing and grubbing	acre	700.00	.47	329.00	329.00	-
PA#4 200-300 asphalt	ton	50.00	19.96	998.00	998.00	-
PA#5 RS-K asphalt	ton	57.00	14.92	850.44	850.44	-
PA#6 18" corr. metal pipe asph.coated	l.f.	2.91	10	29.10	29.10	-
PA#6 8" galv. corr. metal pipe , perf.	l.f.	1.06	80	84.80	84.80	-
PA#6 8" galv.corr.metal pipe bands	each	1.27	4	5.08	5.08	-
Force Account				2,347.15	2,347.15	-
Audited and approved by		Totals		167,008.[illegible]	166,987.[illegible]	20.80
Period covered To 11/12/58		0 % Retained		-	5,[illegible].64	5,[illegible]

Work done to [illegible] Contract No. 5088

Section [illegible] Creek Prefix No. 510-1043-201(41) Estimate No. 12 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Clearing and grubbing	all	10000.00	100%	10,000.00	10,000.00	–
2. Drainage excav., unclass.	c.y.	5.00	744.58	3,722.90	3,702.10	20.80
3. Special borrow excav., unclass.	c.y.	.65	9,360	6,084.00	6,084.00	–
4. General excav., unclass.	c.y.	.60	137,956.9	82,774.14	82,774.14	–
5. Short overhaul	yd.sta.	.015	246,511.9	3,697.68	3,697.68	–
6. Long overhaul	C-yd.sta.	1.00	571.3	571.30	571.30	–
7. Finish. roadbed and slopes	mile	1000.00	1.03	1,030.00	1,030.00	–
8. Rounding cutbanks	l.f.	.20	2,470	494.00	494.00	–
9. Salvaging culvert pipe	l.f.	3.00	44	132.00	132.00	–
10. 12" corr. metal pipe	l.f.	3.30	114	376.20	376.20	–
11. 18" corr. metal pipe	l.f.	4.70	555	2,608.50	2,608.50	–
12. 72" corr. metal pipe	l.f.	35.00	62	2,170.00	2,170.00	–
13. 132" struct. plate pipe, 10 ga.	l.f.	95.00	126	11,970.00	11,970.00	–
14. 8" perf. metal drain pipe, unctd.	l.f.	1.75	1,204	2,107.00	2,107.00	–
15. Special backfill in drains	c.y.	6.00	352	2,112.00	2,112.00	–
17. Coarse cr. mat. in base	c.y.	3.00	4,728	14,184.00	14,184.00	–
18. 3/4"-0 mat. in base	c.y.	3.40	1,190	4,046.00	4,046.00	–
19. Sprinkling	M/gal.	2.00	394	788.00	788.00	–
20. Preparation of base	mile	400.00	1.03	412.00	412.00	–
21. 3/4"-0 mat. in binder cr.	c.y.	4.50	208	936.00	936.00	–
22. Furn. & placing aggregates	c.y.	5.00	680	3,400.00	3,400.00	–
23. RC-3 asphalt	ton	55.00	20.57	1,131.35	1,131.35	–
24. 120-150 asphalt	ton	50.00	30.41	1,520.50	1,520.50	–
PA#1 18" [illegible]	l.f.	6.50	15	97.50	97.50	–
PA#2 General excavation	c.y.	.60	10,000	6,000.00	6,000.00	–
PA#3 Clearing and grubbing	acre	700.00	.47	329.00	329.00	–
PA#4 200-300 asphalt	ton	50.00	19.96	998.00	998.00	–
PA#5 RS-K asphalt	ton	57.00	14.92	850.44	850.44	–
PA#6 18" corr. metal pipe asph.coated	l.f.	2.91	10	29.10	29.10	–
PA#6 8" galv. corr. metal pipe, perf.	l.f.	1.06	80	84.80	84.80	–
PA#6 8" galv.corr.metal pipe bands	each	1.27	4	5.08	5.08	–
Force Account				2,347.15	2,347.15	–

Audited and approved by

Period covered To 11/12/58

Items Cont. 5088 Est. 12 Final

	Total Amount To Date	Previous Amount	Present Amount
Totals	167,008.64	166,987.84	20.80
0 % Retained	–	5,009.64	5,009.64
Total Payments	167,008.64	161,978.20	5,030.44

Computed by C. Palmer
[illegible] Checked by

To be paid contractors, this estimate, $5,030.44

Engineer John R. Hagadorn

Previous Voucher No. 4712

State Printing

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[illegible] 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)

December 24, 1959

S-363(1) (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5088 (VOUCHER NO.)	12 Final (WARRANT NO.)	Earl L. McNutt (AMOUNT)	(DATE)
31217	132541	$ 5,030.44	12-24-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 140 workdays from March 1, 1958

Time Extensions: None of record

Completion Date: November 12, 1958

Date Accepted: December 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: December 28, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: DEC 28 1959

NOTED ON CARD

Contract 5088

A

transaction number RECEIVED MAY 5-20	For 2A (5- 07) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project report number FOR FILING 6 S 363(1)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** 5-25-59	County **Douglas**
		Project number **S-362(1)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **March 4**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project	$ **178,165**
Revised Federal funds	$ **109,671**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **25** day of **May**, 19**59**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX For: C. G. Polk
Division Engineer

By: C.C.P.
C. C. Pike
Acting Administrative Manager

USComm-DC 11170

. Contract 5088

Monthly Transaction No. 3-14	F (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. 3	3-4-58 **FEDERAL-AID PROJECT AGREEMENT**	County Douglas
		Project No. S-362(1)

RECEIVED
MAR 6 - 1958
FOR FILING

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Dampier Creek Section of the Forest Boundary-Tiller Road, approx. 2 miles N.E. junction with FAS 234, northeasterly approx. 1 mile (a county road).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	9/17/57	1.0
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 162,294.00	Federal funds $ 100,500.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

Date executed by Division Engineer March 4, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Dompier Creek Section
Forest Boundary - Tiller Road
Douglas County

NATURE OF WORK:

Grade, Surface and Oiling

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5088 5088 Earl L. McNutt Co. 12-11-57

DATE OF COMPLETION:

140 Workdays from 3-1-58

REMARKS:

Oregon State Highway Department

Federal Aid Secondary
Project No. S-362(1)

DOMPIER CREEK SECTION OF THE FOREST BOUNDARY-
TILLER ROAD IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

Type Code 5231
Roadway (Sta. 93+73.68 to Sta. 147+67.37)(Contract No. 5088)

Clearing and Grubbing	All	Required		$ 10,000.00
Drainage Excavation, Unclassified	540	cu. yds.	$ 5.00	2,700.00
Special Borrow Excavation, Unclassified	9,500	cu. yds.	.65	6,175.00
General Excavation, Unclassified	122,500	cu. yds.	.60	73,500.00
Short Overhaul	62,400	yd. sta.	.015	936.00
Long Overhaul	10	C-yd. sta.	1.00	10.00
Finishing Roadbed and Slopes	1.02	miles	1,000.00	1,020.00
Rounding Cutbanks	1,000	lin. ft.	.20	200.00
Salvaging Culvert Pipe	44	lin. ft.	3.00	132.00
12-inch Corrugated Metal Pipe	180	lin. ft.	3.30	594.00
18-inch Corrugated Metal Pipe	600	lin. ft.	4.70	2,820.00
72-inch Corrugated Metal Pipe	70	lin. ft.	35.00	2,450.00
132-inch Structural Plate Pipe, 10 Gage	150	lin. ft.	95.00	14,250.00
8-inch Perforated Metal Drain Pipe	1,000	lin. ft.	1.75	1,750.00
Special Backfill in Drains	190	cu. yds.	6.00	1,140.00
Grouted Riprap	10	cu. yds.	35.00	350.00
Coarse Crushed Material in Base	5,000	cu. yds.	3.00	15,000.00
3/4" - 0 Material in Base	1,200	cu. yds.	3.40	4,080.00
Sprinkling	230	M-gals.	2.00	460.00
Preparation of Base	1.02	miles	400.00	408.00
3/4" - 0 Material in Binder Course	130	cu. yds.	4.50	585.00
Furnishing and Placing Aggregates	680	cu. yds.	5.00	3,400.00
RC-3 Asphalt	20	tons	55.00	1,100.00
120-150 Asphalt	50	tons	50.00	2,500.00
RS-1 Asphalt	16	tons	55.00	880.00
				$146,440.00
Flagging (57½% of Contractor's Cost)	All	Required		1,100.00
	Subtotal			$147,540.00
	10% Engr. & Cont.			14,754.00
	Total			$162,294.00

Length of Roadway . . . . 1.022 miles
Cost of Roadway per mile. $158,800.39

Federal Funds. $100,500.00
State Funds. 30,897.00
County Funds 30,897.00
$162,294.00

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939;
Funds for Maint.: Chap. 529, laws, 1939

NOTE: Necessary funds have been deposited by Douglas County with the Highway Dept.

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APR 6 - 1959
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1-363(1)

5088

April 3, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5088, for grading and oiling on the Dompier Creek Section of the Forest Boundary-Tiller Road Highway in Douglas County was completed by the contractor, Earl L. McNutt Co., on Nov. 12, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $5,030.44 will be released to the contractor on or after April 13, 1959. The total contract amount is $167,008.64, of which amount $2,347.15 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

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MAR 12 1959
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S-362(1)

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Salem, Oregon
March 12, 1959

Increase in Project
Authorization
Contract No. 5088

Mr. John L. Hagedorn
Resident Highway Engineer
Roseburg

This is to advise you that at its meeting on March 5, the Highway Commission approved an increase of $10,969.50 in project authorization for Contract No. 5088, Dampier Creek Section of the Forest Boundary-Tiller Road in Douglas County.

The new total construction authorization is $176,952.00. This amount should be used in all future reports and records.

DBP:mfh

S. H. Probert
Office Engineer

cc: F. D. Morgan

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FEB 27 1959
FOR FILING

[illegible] (1)

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Feb. 26, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Earl L. McNutt Company in connection with Contract No. 5088, for grading and oiling on the Dompier Creek Section of the Forest Boundary-Tiller Road Highway in Douglas County.

This payment, in the amount of $20,477.88, will be released to the contractor on or after March 9, 1959. The retained percentage is $5,099.64.

The State is not aware of any unpaid claims for labor or materials, and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

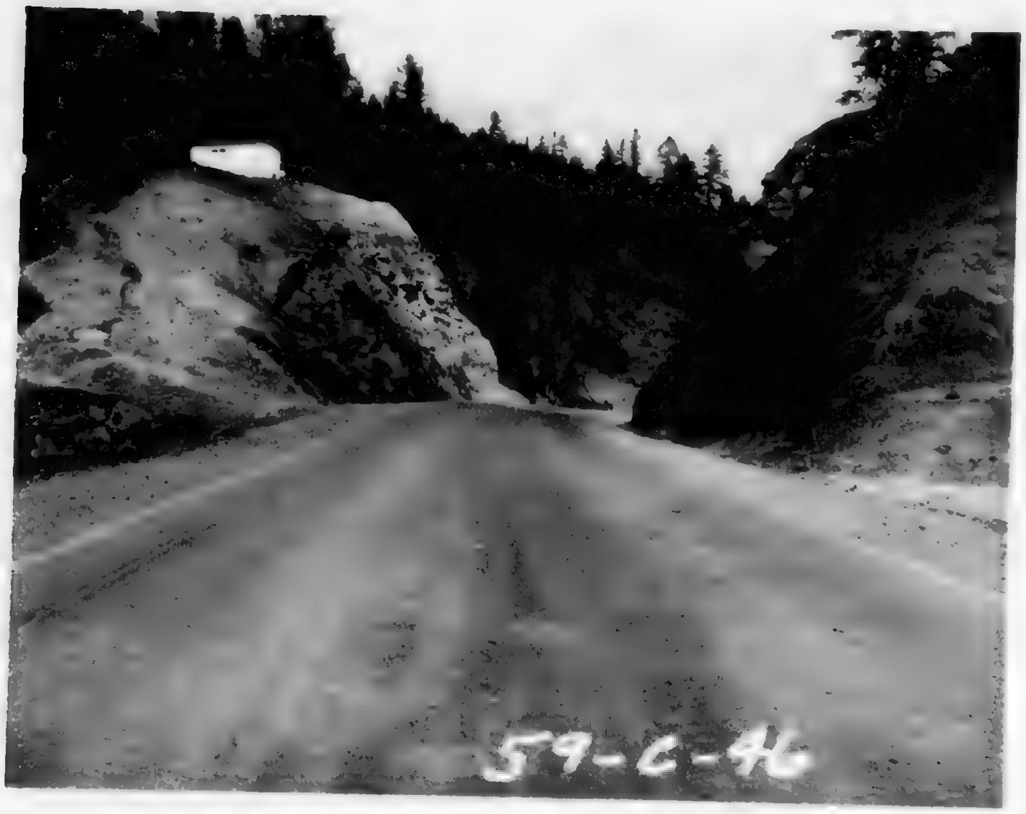
[illegible] 1959

FAS 801 County Douglas Contract No. 5088

Section

Location 57-C-61 } [illegible]

57-C-68 }
57-C-46 } [illegible]



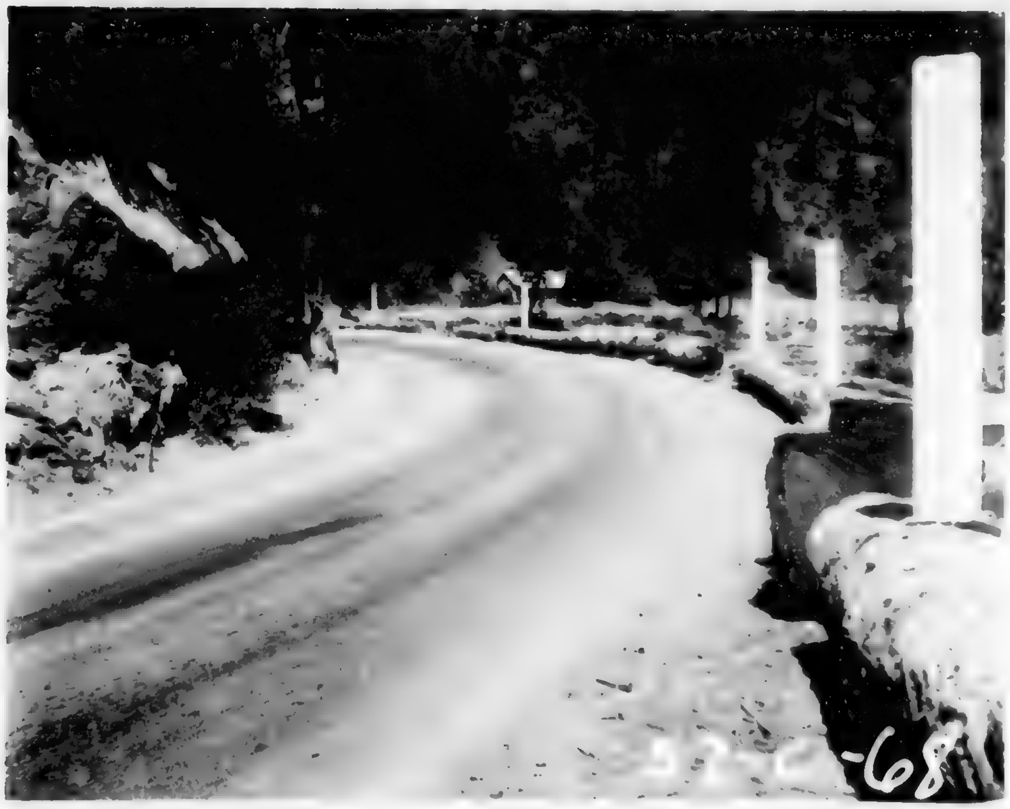
FAS 801 County Douglas Contract No. 5058

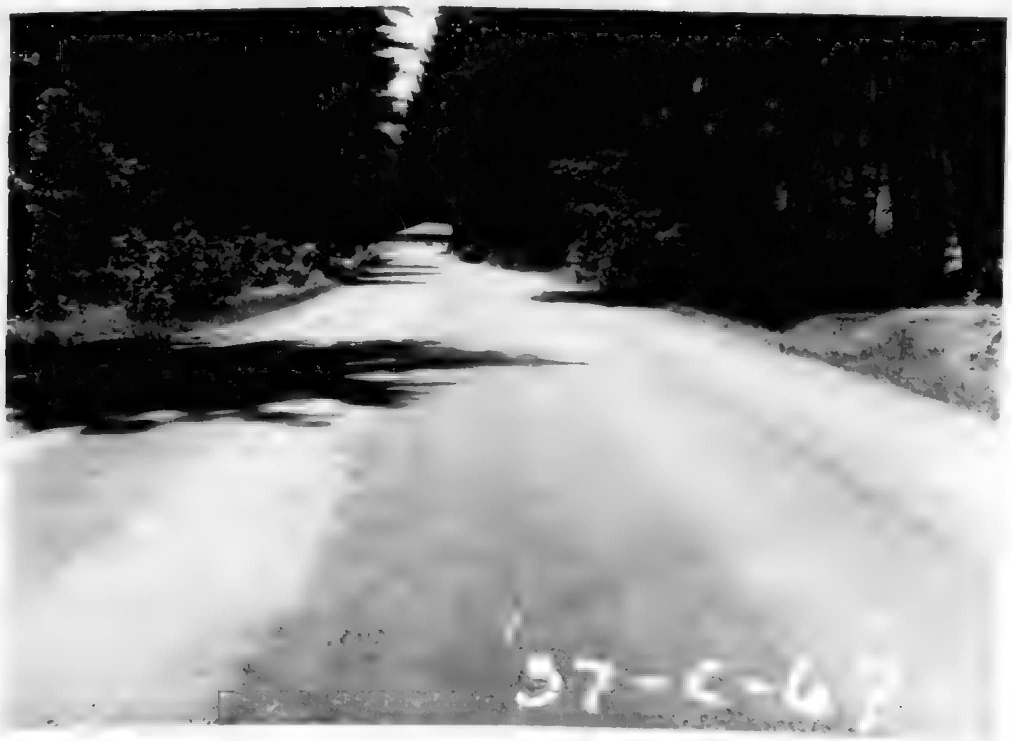
Section

Location [illegible]

57-C [illegible]

[illegible]





Form E-1–

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Feb. 7, 1959

Section Dompier Creek

Kind of work Grading and Oiling

Highway Forest Boundary-Tiller Road County Douglas

Section prefix 510-1043

Contractor Earl L. McNutt Co.

Contract number 5088

Date of contract Dec. 11, 1957

Specified work days 140

Date work started Jan. 20, 1958

Work days used 114

Project authorization $ 165,982.50

Exclusive of engineering $ 154,697.31

Per cent of time elapsed 81.5 %

Estimated cost of completed project, exclusive of engineering $166,988.00

Estimated per cent overrun 7.95 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 11,303.20

Engineering cost to date $ 9,950.00, 88 %

Date project was completed Nov. 12, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final was submitted to Division Office on Tuesday, Feb. 3d.

This will be the last weekly report.

Noted
J. N. Juve

NOTED
C. E. PAULSEN

CONSTRUCTION DIVISION
RECEIVED
FEB - 9 1959
NOTED-- ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE

Signed J R Hagedorn
John R. Hagedorn

Address Roseburg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.03	1.03		1.03	
Miles partially completed					
Miles completed	1.03	1.03		1.03	
Total estimated quantities (contract)	132,000	6,000		86 tons	
Total quantities corrected to date	156,000	6,000		86 tons	
Estimated quantities moved or placed to date	156,000	6,000		86 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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FEB 4 1959
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S 363 (1)

5088

February 3, 1959

Oregon State Highway Commission

Gentlemen:

It has become evident that an overrun of project authorization on the [illegible] Section, Forest Boundary-Tiller Road, Douglas County, contract No. [illegible], is going to occur. This anticipated overrun is in the amount of [illegible] or [illegible] percent. The overrun was mainly occasioned by a necessary line shift which increased excavation quantities but circumvented placing a fill on a large slide area.

In view of the above, it is requested that the project authorization for this job be increased in the amount of [illegible].

Very truly yours,

W. C. Williams
State Highway Engineer

FBK:fp:ae

cc to: Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison

FORM E-30 50M 6-58

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1959

SUBJECT: Dompier Creek Section
Forest Boundary-Tiller Road
Contract No. 5088

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am submitting herewith a "Report On An Expected Overrun of Project Authorization" in the amount of $10,969.50 or 6.61%.

A major part of the overrun was caused by a line revision at the west end of the project where the alignment was shifted into a hill to circumvent placing a fill over a slide which ran all the way from the roadbed to the Umpqua River. This shift in line caused an overrun in the general excavation of 15,456.9 yards amounting to $9,274.14. This shift plus cross-haul of materials suitable for riprap caused an overrun of $3,322.98 in the long and short overhaul. Flagging also overrun a total of $914.58. The total of these overruns amounts to $13,511.70. However, savings in the amount of $2,542.20 on other minor items reduces the net overrun to $10,969.50

The line change causing this overrun had the prior approval of Douglas County. The financial agreement states that the County and the State will split the difference between the cost of the project and the amount contributed toward the project by the Federal Government.

In view of the above, it is recommended that the Highway Commission be requested to increase the project authorization for this job in the amount of $10,969.50. A rough draft of a letter to the Commission making this request is enclosed.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

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JAN 30 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 29 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:fp

Enc.

Form No. [illegible]

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MAR 1 1959
FOR FILING

REGON STATE HIGHWAY DEPARTMEN

Report on Expected Over-run of Project Authorization

Project Name Dumpler Creek Section Date January 20, 1959

Highway Forest Boundary - Tiller Road 36200 Contract No. 5088

County Douglas Kind of Work Grading & Oiling Contractor Earl L. McNutt Co.

Contract Amount 5088 $ 146,440.00

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount	
4. General Excavation, Unclassified	15,456.9 cy.	$0.60	$9,274.14	(Overrun)
5. Short Overhaul	184,111.9 ydsta.	.015	2,761.68	(Overrun)
6. Long Overhaul	561.3 "C"ydsta.	.10	561.30	(Overrun)
13. 132" Structural plate pipe, 10 gage	24 lin ft.	95.00	2,280.00	(Underrun)
Minor items, unitemized algebraic total			510.35	(Underrun)

Subtotal $ ~~156,246.77~~

Approved work orders (Price, extra work and state force orders) $ 9,852.48

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount	
E.W.O. No. 1, Flagging	$914.58	(Overrun)
Minor items, unitemized algebraic total	26.24	(Underrun)

Subtotal $ ~~10,740.82~~

Authorization for engineering $ 11,803.20

Expected ~~over-run~~ under-run of engineering authorization $ – 1,898.79

Costs not included above (explain) $

Allowance for future contingencies (——% of work remaining) $

Credits to come from transfers and deductions $ 176,952.00

Present estimate of project cost $

Brief Statement of principal causes of over-run: Due to unstable ground on the west end of the project, the alignment was shifted to the right, into a hill, resulting in considerable more excavation. This extra excavation had to be wasted beyond the short and long haul limitations, thus increasing the short and long overhaul. Also, in the matter of overruning the overhaul, the mt'l designated for rip-rap, sta. 98 to 105, which was to come from an adjacent rock cut, was found to be unsuitable, so mt'l from another rock cut was cross-hauled, resulting in extra haul quant.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 165,982.50
Present estimate of project cost	$ 176,952.00
Expected over-run (Amount)	$ 10,969.50
Expected over-run (per cent)	6.61

Space to right of this line is for use of Salem office.

Submitted by: Resident Engineer

Confirmed by: L R Chandler Division Engineer

Noted by: Construction or ~~Bridge~~ Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86710

NOTED
V. R. JONES

September 25, 1958

NOTED
Harold C. Ayers

Mr. Al May
Douglas County Engineer
Courthouse
Roseburg, Oregon

RW File 27055

NOTED
John F. Hagemann

Dear Al;

Enclosed is a copy of the Land Office decision covering the right-of-way applied for by the state on behalf of Douglas County on the Dompier Creek section of the Forest Boundary-Tiller Road, FAS 801. Also attached is a print of the map showing the right-of-way.

These are for your files to complete your right-of-way records.

Very truly yours,

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

NOTED
C. G. SWENSON

FORM E-30 50M 6-56 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
September 24, 1958

SUBJECT:
File No. 27055, Oregon 05698
Umpqua National Forest-Deadhorse Creek
Tiller-South Umpqua River County Road
Douglas County - Right of Way

To:
Mr. Clarence G. Swenson
City-County Relations Engineer
OFFICE

Attached are two copies of the Land Office Decision, dated September 12, 1958, covering the right of way applied for by the State on behalf of the County of Douglas, also two prints of the map showing the right of way. Will you please forward one copy of the decision and one print to the County so that their records will be complete.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS
wo:ls

Enc. 2 copies Decision
2 prints
cc: Frank Morgan, Divn. Engr.
1 copy decision
cc: E. A. Pease
1 copy decision, 1 print
cc: R. L. Porter
cc: Velda DeGuire, with orig.
and 1 copy decision

RECEIVED
SEP 25 1958
ENGINEER
COUNTY & CITY RELAT

File 27055

PLO &
Oregon 05698
R/W

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
1001 N. E. Lloyd Blvd.
P. O. Box 3861
Portland 8, Oregon

RECEIVED
SEP 12 1958
LEGAL DEPT.

Decision

State of Oregon
State Highway Department
Salem, Oregon

Highway Application **Oregon 05698**
Date Map Filed **September 30, 1957**

Highway Right-of-Way Approved

The application and maps of definite location filed by the above-named State for a highway right-of-way over public lands, under section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216; 23 U.S.C. sec. 18) 43 CFR 244.54; 244.56, have been examined and found to conform to the regulations. The Public Roads Administration has determined that the land is necessary for the purpose specified in the act. 1/

Pursuant to the above-mentioned act and the regulations thereunder the right-of-way over the public lands as shown on the above-mentioned map is approved, subject to all valid existing rights, but reserving rights-of-way for canals and ditches constructed under authority of the United States, required by 43 CFR 244.9, **and is further subject to section 24 of the Federal Power Act.**

One tracing map showing the location of the highway and the copy hereof will be forwarded to the Director for appropriate notation of the records. [redacted]

Virgil T. Seiser
Manager

1/ Lands Involved
T. 30 S., R. 2 W., W.M., Oregon
Sec. 23: W½NE¼

Attach:Circ. 1915

NOTED
R. L. PORTER

STATE OF OREGON)
) ss
County of Marion)

I, W. C. Williams, being duly sworn, state that I am the chief engineer for the Oregon State Highway Commission, hereinafter designated the "applicant", that the survey of the right of way of the South Umpqua River County Road, from Forest Boundary to Tiller, a distance of 3 miles, was made under my direction as chief engineer of the applicant, commencing on the 1st day of April, 1957, and ending on the 10th day of August, 1957, and that a portion of such survey is accurately represented on this map.

OREGON STATE HIGHWAY COMMISSION
Applicant

By
W. C. Williams, Chief Engineer

Sworn and subscribed to before me this 25th day of September, 1957.

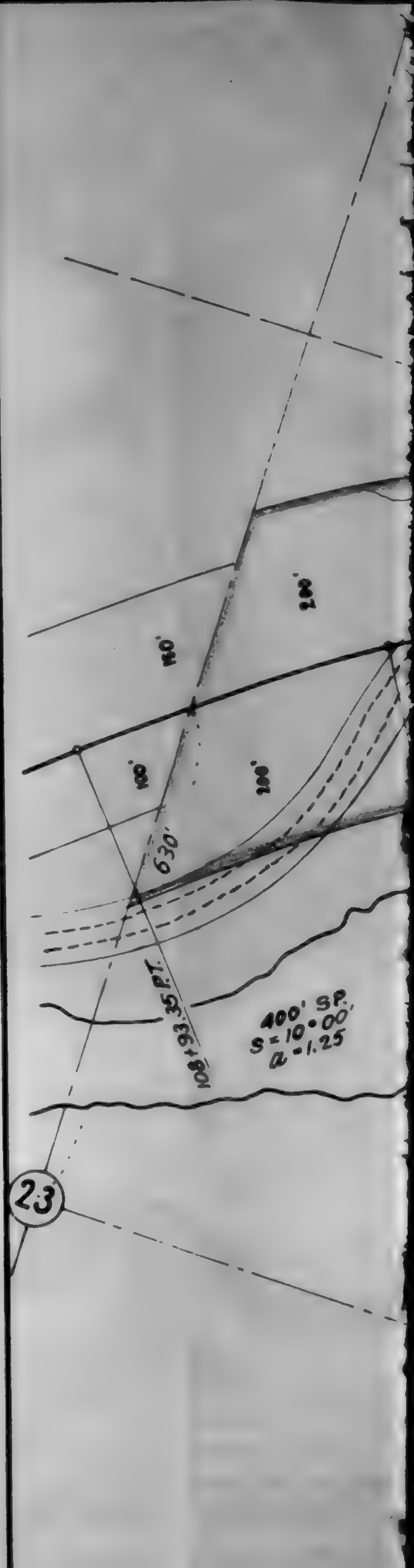
H. Bernard Glaisyer
Notary Public for Oregon

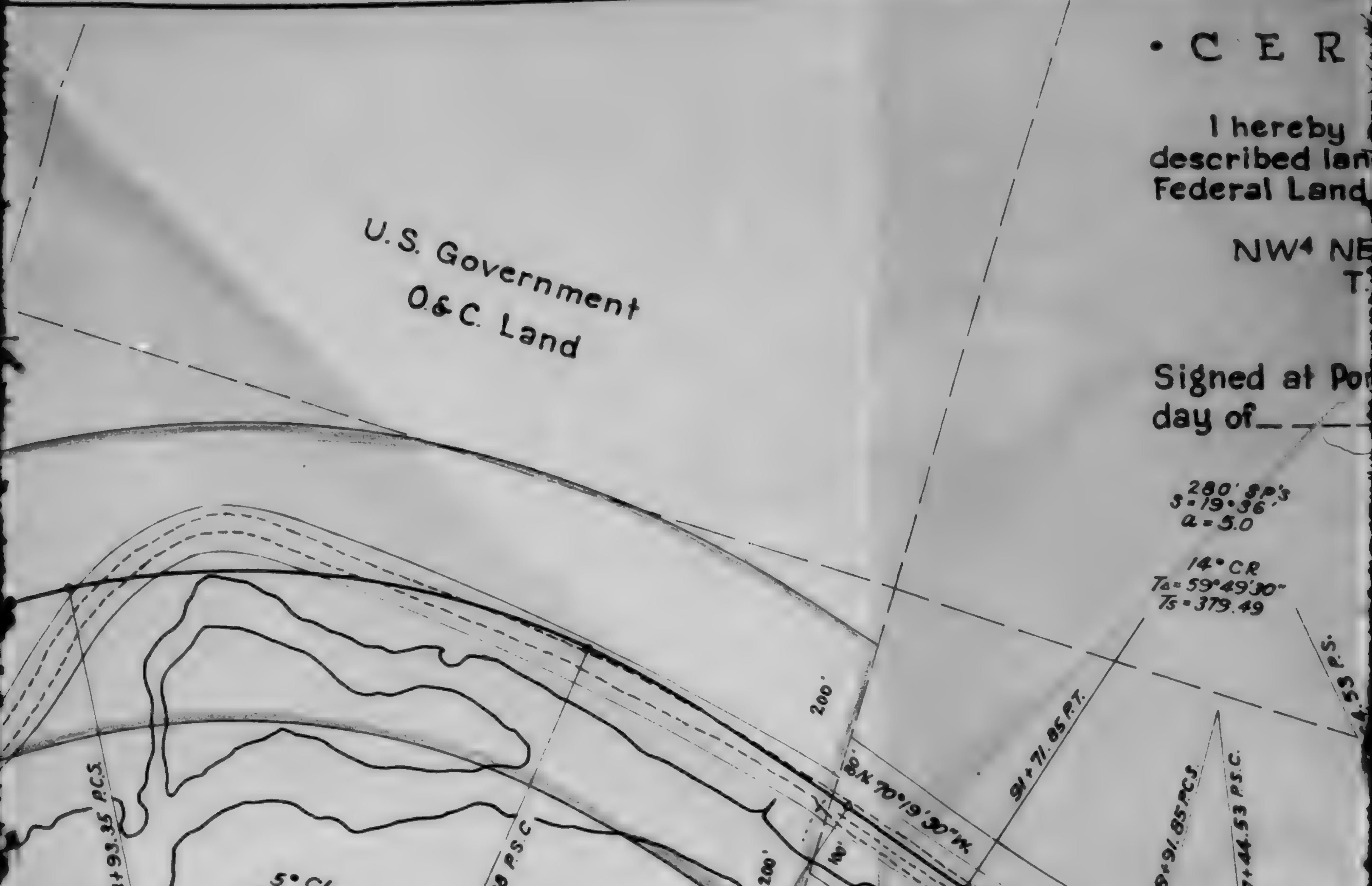
My Commission expires February 14, 1959.

I, H. B. Glaisyer, do hereby certify that I am the Secretary of the Oregon State Highway Commission, hereinafter designated the "applicant"; that W. C. Williams, who subscribed the foregoing affidavit, is the chief engineer for the applicant; that the survey of the right of way of the South Umpqua River County Road, a portion of which is accurately represented on this map, was made on behalf of the County of Douglas; that such survey was approved by the County of Douglas on August 21, 1957, as the approximate final location of the right of way from Forest Boundary to Tiller, a distance of 3 miles; and that the map has been prepared to be filed for the approval of the Secretary of the Interior, in order that the applicant may obtain the benefits of the Federal Aid Highway Act of November 9, 1921 (42 Stat. 216; 23 U.S.C. sec. 18).

OREGON STATE HIGHWAY COMMISSION
Applicant

By H.B.Glaisyer
H. B. Glaisyer, Secretary




U.S. Government
O.&C. Land
280' SP's
S=19°36'
a=5.0
14° CR
Ta=59°49'30"
Ts=379.49
4.53 P.S.
200'
N 70°19'30"W.
91+71.85 P.T.
88+91.85 P.C.S.
87+44.53 P.S.C.
104+93.35 P.C.S.
S.P.
.00
.25
5° CL
Ta=55°59'
Ts=811.97
97+73.68 P.S.C.
400' SP
S=10°00'
a=1.25
200'
100'
93+73.68 P.S.
865'
U.S. Government
O.&C. Land
LOG POND

· C E R

I hereby
described lan
Federal Land

NW¼ NE
T.

Signed at Po
day of_ _ _ _

IR-5-1075

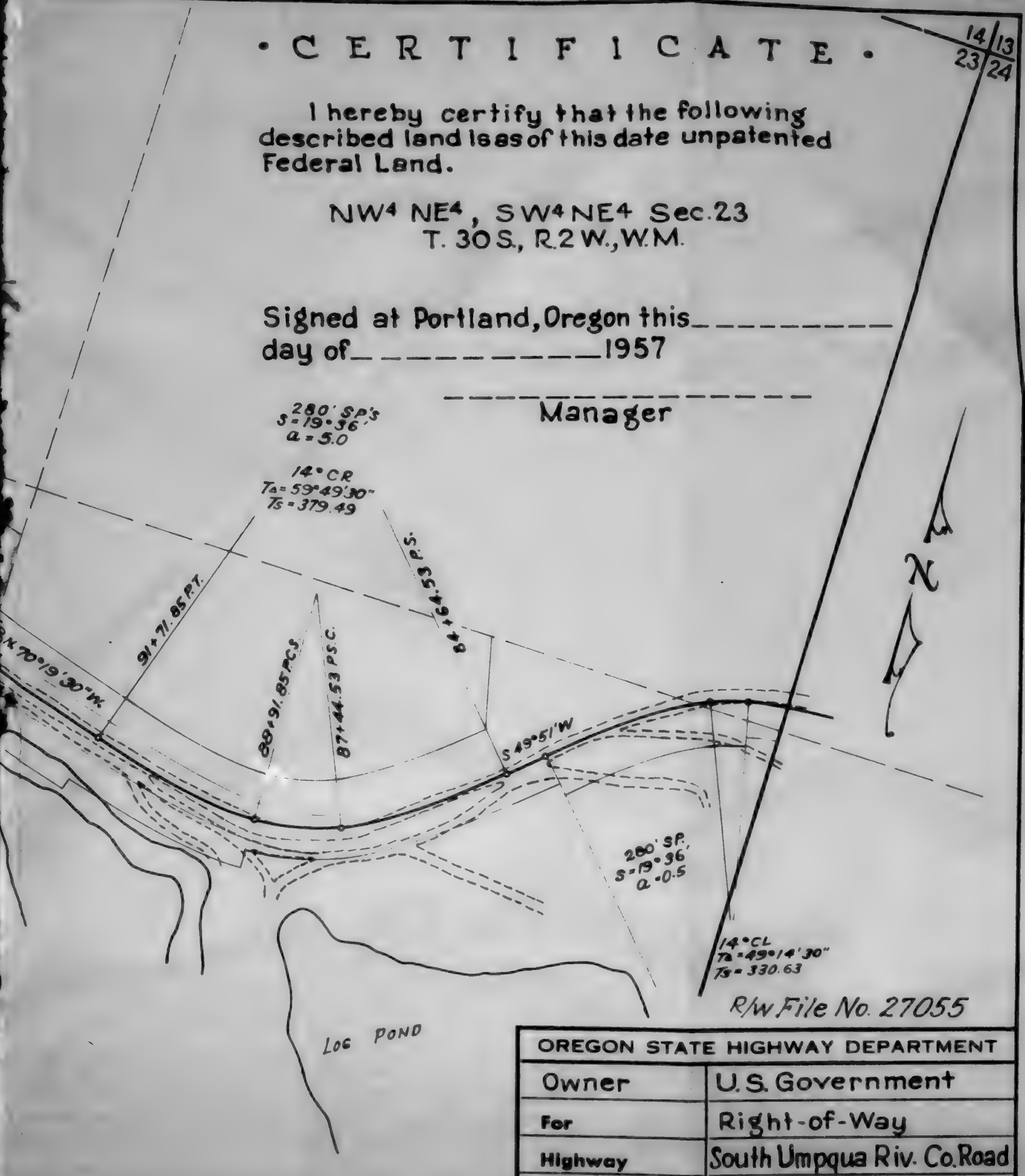
·CERTIFICATE·

I hereby certify that the following described land is as of this date unpatented Federal Land.

NW4 NE4, SW4 NE4 Sec. 23
T. 30 S., R. 2 W., W.M.

Signed at Portland, Oregon this__________
day of____________1957

____
Manager


14 | 13
23 | 24
280' SP's
S = 19°36'
a = 5.0
14° CR
TΔ = 59°49'30"
Ts = 379.49
91+71.85 P.T.
88+91.85 P.C.S.
87+44.53 P.S.C.
84+64.53 P.S.
N. 70°19'30" W.
S 49°51' W
280' SP.
S = 19°36'
a = 0.5
14° CL
TΔ = 49°14'30"
Ts = 330.63
LOG POND
N

R/W File No. 27055

OREGON STATE HIGHWAY DEPARTMENT	
Owner	U.S. Government
For	Right-of-Way
Highway	South Umpqua Riv. Co. Road
County	Douglas
Scale 1" = 200'	Date Sept, 1957

FRANK ASHLEY, COUNTY COMMISSIONER · **V. T. JACKSON**, COUNTY JUDGE · **HURON W. CLOUGH**, COUNTY COMMISSIONER

CHARLES DOERNER, CLERK
MORRIS C. BOWKER, ASSESSOR
BERT LAURANCE, TREASURER
FRED M. DARBY, SURVEYOR

ROBERT M. STULTS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT
IRA C. BYRD, SHERIFF
L. L. POWERS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

NOTED
Harold C. Ayers

February 26, 1958

Mr. C. G. Swenson
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

Re: Tiller-South Umpqua
Road FAS 801

Dear Mr. Swenson:

There have been several inquiries about the location of the Tiller-South Umpqua Road FAS801 from Jackson Creek down to the Dompier Creek Section now under contract to Earle [illegible]. In order to properly inform the interested parties, it will be necessary to have your maps and plans of the location on the upper section of the road.

We are particularly interested in the Vernon Lerwill property in the Northwest Quarter of Section 24, Township 30 S., Range 2 W., W.M.

Yours truly,

Al H. May

Al H. May
County Engineer

NOTED
JOHN D. [illegible]

AM:lt

Talked to Al May on phone 2/28/58
re putting F.H. Rds on FAS system &
this matter came up. The maps have
been returned to Div. Office & he will
check with Div. & if he wants
anything from us will let us
know.

F.H.

RECEIVED
FEB 27 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
[illegible]

[illegible], COUNTY COMMISSIONER   [illegible] JACKSON, COUNTY JUDGE   [illegible], COUNTY COMMISSIONER

DOUGLAS COUNTY
ROSEBURG, OREGON

February 11, 1958

John F. Hagemann
Assist: Engr. County & City Relations
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Please be advised that on this date we are tendering a warrant for payment in full to the Bureau of Land Management in the sum of $1,305.90. This represents payment for stumpage on the Dompier Creek FAS 801 as per your letter of February 5, 1958.

Very truly yours,

DOUGLAS COUNTY LAND DEPARTMENT

Robert E. Kischel

Robert E. Kischel
Land Agent

REK:rh
cc: A.H. May, County Engr.

F

4-1173
(JAN. 1954)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Roseburg, Oregon

February 12, 1958 Date

Receipt No. 221759

Oregon 05698

State of Oregon
State Highway Department

* Remitter if different than lessee:

*Douglas County
Roseburg, Oregon

State of
Oregon

PURPOSE	PERIOD FROM	PERIOD TO	NUMBER AND CLASS	UNIT	COST PER UNIT	AMOUNT
Payment for timber to be removed in highway relocation in SW¼NE¼, Sec. 23, T.30S., R. 2 W., W.M. ORE. 05698 O&C Land.			27 M bd.ft. D.F. @ $22.90 - $618.30 24 M bd.ft. S.P. @ 28.65 - 687.60			$1,305.90

RECEIPT ONLY, NO RIGHTS AUTHORIZED UNTIL APPROVED BY THE LAND OFFICE.

Previous Balance

Amount Payable	$1,305.90
Amount Paid	1,305.90
Balance	-0-

Date 2/12/58

RECEIPT

NOTED
V. R. JONES

NOTED
Harold C. Ayers

February 5, 1958

Mr. Al H. May
Douglas County Engineer
Roseburg, Oregon

NOTED
John F. Hagemann

Dear Mr. May:

Attached are two copies of a letter from Mr. Winn, District Manager for the Bureau of Land Management, revising the itemized billing for stumpage in connection with the Dompier Creek section of FAS 801. This billing is to supersede that dated December 24, 1957, forwarded to you on December 31, 1957.

It would be appreciated if the County would arrange to make the revised payment of $1,305.90 directly to the Bureau of Land Management and advise this office when such payment has been made so that we can push for a final decision from the B.L.M.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM 230—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 31, 1958
Salem, Oregon

SUBJECT: File No. 27055
Umpqua Nat'l. Forest-Deadhorse Crk. Sec.
Tiller-So Umpqua Co Road
U.S. Gov't. (BLM)

To: C. G. Swenson
County-City Relations Engr.
OFFICE

ATTENTION: John F. Hagemann

Attached is a letter dated January 27, 1958 from Merle H. Winn, District Manager of the Bureau of Land Management for O & C land, on the Domphier Section of the South Umpqua River County Road. Please note that this letter states that the 200 foot width was reduced to meet the County Engineer's request and it also reduces the amount of timber to be removed. This letter states the amount of timber to be paid for as $1,305.90, whereas, the previous letter of December 24, 1957 called for a payment of $5,163.30. Please see your transmittal letter of December 31, 1957 to Mr. Al May, Douglas County Engineer. We suppose the $1,305.90 is the actual amount of timber to be cut in the construction, whereas, the $5,000 plus represented the amount of timber on all the right of way.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:blr
enc. copy of letter

cc: R. L. Porter

RECEIVED
1958
ENGINEER
COUNTY & CITY RELATIONS

File 27055

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

P. O. Box 231
Roseburg, Oregon

RECEIVED
JAN 3 0 1958
LEGAL DEPT.

REFERRED TO Saling
Please follow and [illegible]

January 27, 1958

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

In accordance with a recent request from Al May, Douglas County Engineer, we have recruised and reappraised the timber to be removed in the highway relocation under road application ORE. 05698 in the SW¼NE¼ of Section 23, T. 30 S., R. 2 W. The original request was for a 200 foot width, this was reduced to meet the County Engineer's request which also reduces the amount of timber to be removed. The stumpage and value of timber to be felled in the highway relocation is as follows:

27 M bd. ft. Douglas Fir	@ $22.90	-	$618.30
24 M bd. ft. Sugar Pine	@ $28.65	-	687.60
			$1,305.90

Please disregard our previous letter of billing dated December 24, 1957.

Upon receipt of payment in the above amount made payable to the Bureau of Land Management, we will forward your right-of-way file to the Land Office in Portland for final processing.

Very truly yours,

District Manager

REFERRED 1-30-58
TO Saling
FOR Necessary Action
WALTER T. WRIGHT

RECEIVED
JAN 2 8 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

orig. to Cty - Co. [illegible]

NOTED
V R JONES

NOTED
Harold C. Ayers

December 31, 1957

NOTED
John F. Hagemann

Mr. Al May
Douglas County Engineer
Courthouse
Roseburg, Oregon

File 27055
Dampier Cr

Dear Mr. May:

Enclosed are two copies of a letter we received from Mr. Winn, District Manager of the Bureau of Land Management in Roseburg, itemizing the stumpage and value of timber to be felled on B.L.M. controlled property in connection with the Dampier Creek section of FAS 801.

As per the agreement between County and State, it is the County's obligation to obtain right-of-way for this section of road. Following normal procedure, the State made application for right-of-way through B.L.M. controlled property; however, we would, of course, expect the County to pay any charges for timber.

It would be appreciated if you would take this matter up with Mr. Winn and, if satisfactory, make payment directly to him. If this procedure is followed please advise this office when payment has been made and we will keep tracing the transaction until the final decision is rendered.

It would be advisable in any correspondence or negotiations in this matter to make reference to the Bureau of Land Management's number, Oregon 05698.

Our standard construction specification provides that timber removed during clearing operations belongs to the contractor and the value of this timber is no doubt reflected in the low bid received.

Very truly yours,

W. C. Williams
State Highway Engineer

NOTED
JOHN D. GRAHAM

By

NOTED
C. G. SWENSON

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Encl.

cc: Mr. Earl Saling, R/W Div.
Mr. Merle W. Winn, District Manager
Bureau of Land Management, PO Box 231, Roseburg, Oregon

FORM E30—80M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1957

SUBJECT: File 27055, Oregon 05698
Dompier Creek Unit,
Tiller-South Umpqua River County Road
Douglas County

To: Mr. C. G. Swenson
City - County Relations Engineer
OFFICE

Attached is a letter of December 24, or a bill of that date, from Merle H. Winn, Roseburg District Manager of the Bureau of Land Management at Roseburg, Oregon. Fred Hagemann advised us that he will contact the County to have them pay this bill, as requested. If the County will inform us when they pay the bill, we will keep tracing on the transaction until the final decision is rendered.

In your correspondence, it would be well to quote the Bureau of Land Management's number, Oregon 05698. We have not acknowledged the receipt of this letter.

Earl F Saling
Earl F. Saling
Right of Way Office Manager

EFS:wo
Enc. Timber billing

RECEIVED
DEC 31 1957
ENGINEER
CO[illegible] RELATIONS

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
P. O. Box 231
Roseburg, Oregon

RECEIVED
DEC 26 1957
LEGAL DEPT.

December 24, 1957
File 27055

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Reference is made to your application 05698 for right-of-way over the W$\frac{1}{2}$NE$\frac{1}{4}$, Section 23, T. 30 S., R. 2 W., W. M. This portion of right of-way is on the Dompier Creek Unit, Forest Boundary Tiller Section, South Umpqua River County Road.

The stumpage volume and value of timber to be felled in highway relocation is as follows:

118 M bd. ft. Douglas-fir	@	$26.45	=	$3,121.10
61 M bd. ft. Sugar pine	@	32.50	=	1,982.50
3 M bd. ft. White Fir	@	9.95	=	29.85
3 M bd. ft. Incense Cedar	@	9.95	=	29.85
Total				$5,163.30

Upon receipt of payment in the above amount made payable to the Bureau of Land Management, we will forward your right-of-way file to the Land Office in Portland for final processing.

Very truly yours,

District Manager

RECEIVED
DEC 26 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
R L PORTER

NOTED
Harold C. Ayers

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

12-26-57

SUBJECT: File 27055, Bureau of Land Management
Umpqua National Forest-Deadhorse Creek Sec.
Tiller-South Umpqua River County Road
Douglas County

Deadhorse Cr Section

NOTED
John F. Hagemann

To: Mr. C. G. Swenson
City - County Relations Engineer
OFFICE

Attached is a Preconstruction Permit from the Bureau of Land Management, which gives the contractor permission to enter public domain before the Decision is rendered, in connection with the State's application for right of way for the South Umpqua River County Road. Please note the last sentence in regard to payment for timber.

Earl F. Saling
Earl F. Saling
Right of Way Office Manager

EFS
wo
Enc. Permit dated 12-19-57 (2)

cc: Frank Morgan (2)
cc: E. A. Pease (1)

RECEIVED
DEC 26 1957
ENGINEER
[illegible] IONS

NOTED
JOHN D. GRAHAN

NOTED
C. G. SWENSON

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Land Office
1001 N. E. Lloyd Blvd.
P. O. Box 3861
Portland 8, Oregon

IN REPLY REFER TO:
Oregon 05698

FILED
DEC 2 0 1957
LEGAL DEPT.
R/W

DEC 1 9 1957

Decision

State of Oregon	:	Right-of-Way Application
State Highway Department	:	Oregon 05698
Salem, Oregon	:	

Preconstruction Permit Granted

The above named applicant has applied under Section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216, 23 U.S.C. sec. 18) for permission to commence construction in advance of formal approval of a right-of-way. A preconstruction permit is hereby granted to widen and relocate a highway over the following land:

T. 30 S., R. 2 W., W.M., Oregon
sec. 23, W½NE¼

This permit is subject to the act cited above and to applicable regulations in 43 CFR 244, to valid existing rights; to the condition that the right-of-way will be constructed at the sole risk of the applicant; that no merchantable timber will be cut without prior appraisal by the District Forester, Bureau of Land Management, Roseburg, Oregon, and payment by the applicant; to all future requirements by the Bureau of Land Management.

Virgil O Gasein
Manager

NOTED
W. T. WRIGHT

RECEIVED
DEC 2 0 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
R. L. PORTER

Oregon Project S-362(1)
FAS 861

RESOLUTION

WHEREAS, a county road in Douglas County, State of Oregon, known as the Forest Boundary-Tiller County Road, is routed through the County of Douglas, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Douglas County, the section adopted for improvement being more particularly described as follows; to wit:

> From a point approximately 2.5 miles northeast of Tiller northeasterly to a point approximately 3.5 miles northeast of Tiller, a distance of .922 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Douglas will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Douglas County, Oregon, that no encroachments will be permitted on the county road known as the Forest Boundary-Tiller County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Douglas County, Oregon, this 26 day of November, 19[illegible].

By:

County Judge Jackson

County Commissioner Frank Ashley

County Commissioner

ATTEST:
Chas. Doerner
County Clerk
By Victoria L. Ploss
Deputy

cc-12(1956)

RECEIVED
DEC 13 1957
FOR FILING

[illegible] 363(1)

[illegible]

file

Finance #182
Maint. #331

Salem, Oregon
December 12, 1957

FAS Project Agreement
Douglas County

Mr. C. G. Swenson
Engineer, City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Douglas County covering the Dompier Creek Section of FAS 801 in Douglas County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Douglas County.

Secretary

rn
Attach: 5

Finance & Maintenance Agre

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1957

SUBJECT: FAS Project Agreements,
Douglas County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Dompier Creek Section of FAS 801 in Douglas County. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on February 28, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G. S. Paxson
ASST. STATE HIGHWAY ENGINEER
Date Dec 3, 1957

AUTHORIZED BY HIGHWAY COMMISSION
DATE 2-28-57 Minute Page 29
[illegible] Jr.
Secretary

RECEIVED
DEC 2 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Form A-150--10M--6-57

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
Harold C. Ayers

Douglas County
Roseburg, Oregon

Attn: County Court

RECEIVED
DEC 13 1957
ENGINEER
COUNTY & CITY RELATIONS

Invoice No. 53740

Date December 12, 1957

Your Req. No.

Billing Request No. cc 376

Credit Distribution: 510-1043-297

Advance Deposit	33,200.00
Partial transfer county's share total cost Lomoier Creek Section, FAS 801, covered by agreement dated December, 1957.	28,200.00
To be retained	$5,000.00

John F. Hagemann

NOTED
V. R. JONES

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

NOTED
JOHN D. GRAHAM

State Printing 4396

December 6, 1957

Douglas County Court
Courthouse
Roseburg, Oregon

NOTED
John F. Hagemann

Gentlemen:

On December 5, a satisfactory bid was received from E. L. McNutt Company of Eugene for construction of the Dompier Creek Section of FAS 801. As per the agreement between county and state, the following advance deposit is required from the county prior to award of a contract:

Bid Items	$146,440.00
Flagging	1,100.00
12-1/2% Eingineering & Contingencies	18,442.50
Estimated Total Cost.............	$165,982.50
County Advance Deposit of 20%......	$ 33,200.00

Please make this deposit by means of a warrant or check in the amount of $33,200 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit, together with a letter certifying that all right-of-way has been acquired, a contract will be awarded.

Based on the above estimated costs Douglas County has an unprogrammed balance of total FAS funds of $43,000 (includes federal, state, and county funds). This $43,000 may be programmed on another project or held over and combined with future FAS funds as they become available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Recd.
12/11/57
510-1043
Cont. No. 5088

NOTED
C. G. SWENSON

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

cc: Mr. Al H. May

RECEIVED
JAN 10 1958
FOR FILING

[illegible]

December 11, 1957

Mr. Earl L. McNutt
351 1/2 East Broadway
Eugene, Oregon

Dear Mr. McNutt:

The State Highway Commission on December 5, 1957, accepted your proposal for grading and oiling on the Dompier Creek Section of the Forest Boundary-Tiller Road in Douglas County for the sum of $146,440 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5088.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

NOTED
J. Mc C.

FRANK ASHLEY, COUNTY COMMISSIONER
V. T. JACKSON, COUNTY JUDGE
HURON W. CLOUGH, COUNTY COMMISSIONER

CHARLES DOERNER, CLERK
MORRIS C. BOWKER, ASSESSOR
BERT LAURANCE, TREASURER
FRED M. DARBY, SURVEYOR

ROBERT M. STULTS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT
IRA C. BYRD, SHERIFF
L. L. POWERS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

December 9, 1957

Mr. W. C. Williams, State Highway Engineer
State Highway Department
Salem, Oregon

Attn: John F. Hagemann
Asst. Engr. County & City Relations

RE: Tiller-South Umpqua Road
(Dompier Creek Section FAS 801)

Gentlemen:

The enclosed Douglas County Warrant in the sum of $33,200.00 is rendered herewith in acknowledgement of your letter of December 6, 1957.

Please be advised that the County Court has caused all the necessary private property to be acquired either through deed or the right of entry.

The exception to this being an agreement whereby the occupants and buildings may remain on the premises within the right of way between Stations 109+00 and 113+00 until April 1, 1958.

Very truly yours,

DOUGLAS COUNTY COURT

V T Jackson
County Judge

Frank Ashley
Commissioner

Huron W. Clough
Commissioner

enc: Douglas County
Warrant #7511

RECEIVED
DEC 11 1957
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R JONES

NOTED
Harold C. Ayers

Salem, Oregon
December 6, 1957

R/W, FAS 801, Douglas County
Tiller-S. Umpqua Co. Rd.

Mr. Earl F. Saling
OFFICE

NOTED
John F. Hagemann

Attached is one copy each of two options covering R/W File No. 27056. The permission to occupy the premises until April 1, 1958, as shown in the option was covered by an addition to our "special provisions," a copy of which is attached.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FRANK ASHLEY, COUNTY COMMISSIONER
V. T. JACKSON, COUNTY JUDGE
HURON W. CLOUGH, COUNTY COMMISSIONER

CHARLES DOERNER, CLERK
MORRIS C. BOWKER, ASSESSOR
BERT LAURANCE, TREASURER
FRED M. DARBY, SURVEYOR

ROBERT M. STULTS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT
IRA C. BYRD, SHERIFF
L. L. POWERS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

December 3, 1957

John F. Hagemann

John F. Hagemann
Asst. Engr. County & City Relations
State Highway Department
Salem, Oregon

Dear Sir:

As per our telephone conversation this morning, I am enclosing copies of the two Real Estate Options on the Benson and Edmensen property between Stations 109 and 114 on the Tiller-South Umpqua Road.

If there are any other matters that we can help you on, please call on us.

Very truly,

A. H. May

Al. H. May
County Engineer

AHM/hb
enc: 2

RECEIVED
DEC 4 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 4 1957
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

November 1, 1957

Mr. Al H. May
Douglas County Engineer
Courthouse
Roseburg, Oregon

NOTED
V. R. [illegible]

NOTED
John F. Hagemann

Dear Mr. May:

Enclosed are four copies each of two revised option forms in connection with the Dompier Creek Section of FAS 801. The descriptions on these forms have been revised as per your request.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E30—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 30, 1957
Salem, Oregon

RECEIVED
OCT 31 1957

SUBJECT: Options
Deadhorse Creek Section
Tiller-South Umpqua River Hwy.

To: C. G. Swenson
County-City Relations Engr.
OFFICE

Attached are 2 revised option forms in quadruplet for right of way being acquired by Douglas County on the above Section and Highway. This revision, which reduces the right of way from 50 feet to 40 feet where it passes in front of two buildings, was requested by the field through Mr. Barbee.

27065	Clarence L. & Laura E. Hartley	0.27	acre
27064	Jack R. Simison	2.05	acres

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AE:blr
enc. 2 rev. options

cc: R. L. Porter

NOTED
V. R. JOHNS

NOTED
Harold C. Ayers

September 30, 1957

Mr. Al H. May
Douglas County Engineer
Courthouse
Roseburg, Oregon

NOTED
John F. Hagemann

Dear Mr. May:

Enclosed are four copies each of eleven option forms covering right-of-way to be acquired in connection with the Dompier Creek section of FAS 801. In addition to the eleven options enclosed there is a parcel of O.&C. land to be acquired from the Federal Bureau of Land Management. Following our usual procedure, the state has made direct application to the Bureau of Land Management for this right-of-way. A copy of our application is enclosed for your information.

Under separate cover four copies each of a right-of-way map and a set of construction plans are being forwarded for your use in negotiating the right-of-way. Please advise this office when all right-of-way has been obtained.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 30, 1957
Salem, Oregon

SUBJECT: Options
Dompier ~~Deadhorse~~ Creek Section
Tiller-So. Umpqua Riv. County Rd.

To: C. G. Swenson
County-City Relations Engr.
OFFICE

Dompier

Attached you will find 11 option forms in quadruplet covering right of way to be acquired in connection with Deadhorse Creek Section of Tiller-South Umpqua River County Road in Douglas County, together with copies of Statements of Information. This contract is scheduled for letting October 31, 1957.

Please have the County return at least a conformed copy of the signed options, executed deeds or other instruments in order that the Highway Engineers may be advised of the complete terms of each transaction.

We are forwarding to you 4 prints of map number 8B-7-3 covering this area and bearing our date of September 23, 1957.

27054	Theodore M. & Marilynn S. Weston and A. Merle Scott	2.2	acres	
27056	Ben & Bessie L. Benson	3.9	"	p-1
		0.38	"	p-2
		0.6	"	p-3
27057	Anthony A. & Jessie J. Brand	0.3	"	p-1
		0.5	"	p-2
27058	Mark Ewert	3.3	"	p-1
		0.4	"	p-2
27060	George J. Dillemuth	0.8	"	
27061	Dalmon L. & Flo Newman	0.04	"	
27062	Roland M. & Dolly Jonson	0.01	"	
27063	William D. & Doris I. Howell	0.23	"	

27064	Jack R. Simison	2.13	acres
27065	Clarence L. & Laura E. Hartley	0.3	"
27066	Willis P. & Gertrude B. Bootz	2.2	"

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MM
blf
enc. 11 options

cc: R. L. Porter
cc: Larry Holt(1 print of map 8B-7-3 being forwarded)

NOTED
Harold C. Ayers

MEMO TO J. W. NASH
9/9/57

NOTED
John F. Hagemann

FAS 801, Douglas County

TERMINI: From approximately 2 miles northeast of the junction at Tiller of FAS 801 with FAS 234, northeasterly to approximately 3 miles northeast of the same junction.

PROPOSED WORK: Grade, drain, and construct 2-lane intermediate type surfacing (Dampier Creek Section).

PROJECT LENGTH: 1.02 miles

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION:	$209,000	$125,400	$41,800	$41,800	(County)

EXISTING FACILITY
ROADWAY: 18' bituminous wearing surface with 2' shoulders in fair condition. The road runs along a rock bluff on the north with the [redacted] South Umpqua River on the south and has poor horizontal alignment with a grade line below high water. It is flooded annually and has extensive washout damage.
STRUCTURE: None

ADJACENT SECTION
WEST END: 18' bituminous wearing surface on 22' roadway.
EAST END: 18' " " " " " "

PROJECT DATA: Grade and drain on a new grade and alignment, place base material, and construct a type O-11 oil mat wearing surface 22' in width with 4' shoulders.

ROW WIDTH: Minimum 100'
MINIMUM DESIGN STANDARDS: No exceptions.
ACCESS CONTROL: None
RR X'ING: None
SYSTEM ACTION: None required.

UNUSUAL OR COMPLICATED SITUATIONS: The new line will cut through the rock bluff north of the existing road and will require extensive revision of existing roads giving access to abutting property and to a county road extending southerly via an existing bridge over the S. Umpqua River near the middle of the project.

FAS 801: It is a highly important link in the timber development of Douglas County. It connects with the Jackson Creek and S. Umpqua National Forest Access Roads tapping a large timbered area. The average annual log haul over this route for the past 5 years has been 200 million board feet and is expected to be sustained at this or a higher level. The road also gives direct service to two sawmills, one of which has an annual cut of approximately 2 million board feet.

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

JFH:mm

NOTED
V R JONES

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Salem, Oregon
August 22, 1957

FAS 801, Douglas County
Forest Boundary-Dead Horse Creek Section
(Dampier Creek Section)

Mr. Tom Edwards
OFFICE

The field data for the subject named project was reviewed with the County Court and Mr. May, County Engineer, on August 21.

The County advised that, due to budget limitations, the project would have to be limited to the $209,000 of available FAS funds and requested that the project be modified as follows in an effort to do so:

1. Revise the project limits to the section between approximately Stations 95 and 130 as this section of existing road is a continual problem due to floods and washouts. This will require adjustment of the grade line to bring this section into balance. The existing grade line for this section is on a uniform 0.239% grade. The County Engineer and the Court requested that the grade line be rolled as required to bring the costs within available funds. It might also be possible to reduce quantities by revising the slope in rock cuts from ½:1 to 0:1 and providing a fallout area.

2. Eliminate paving from the project.

3. Eliminate such items as guard rail and sight posts.

The County Engineer also expressed some concern about the proposed fill in the vicinity of Stations 100 to 104 which will extend into the river area. He advises that this has been a problem area during flood stages of the river and was afraid the fill might wash out. It might be well to double check this situation.

It is realized that by reducing the project to such a short section the quantity of crushed material for base and leveling course will be small for economical contracting; however, when the project has been revised and a cost estimate is available, it is planned to again contact the county and see if it would be

NOTED
C. G. SWENSON

possible to include some additional crushed material to be crushed and stockpiled at county expense. The county has a budget item for purchases of road surfacing materials.

It is suggested that the job name be changed to the Dampier Creek Section.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: Frank Hall
V. G. O'Neil

NOTED
JOHN D. GRAHAM

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1957

RECEIVED
JUL 30 1957
ENGINEER

SUBJECT: Base Design Recommendations
Forest Boundary - Tiller
F. A. S. 241
Douglas County

To: ~~F. B. Morgan~~
~~Division Engineer~~
~~State Highway Department~~
~~Roseburg, Oregon~~

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

Following is a list of laboratory tests, indicating the total thickness of base course plus wearing surface necessary for a [illegible] traffic design on the individual soils sampled, as reported at this time:

Laboratory Report No.	Station	Depth	Hole No.	Total Crushed Base and Wear
424739	118+80.02, 2' Lt	0-12'	6	12.5"
424738	118+29.05, C.L.	4-12'	5	12.5"
424736	P 104+74.10, 56' Rt	4-8'	3	12.5"
426077	101+50, Cutbank			12.5"
[illegible]	P 53+00, Cutbank			12.5"
424735	P 20+00, C.L.	4-12'	1	12.5"

NOTE:

If the material represented by Lab. No. 424631 (Gravel) is used for Selected Subgrade Material, the following tentative base design is suggested:

3½" A.C.
1½" Level (3/4"-0)
4" Cr. Rock or gravel (2½"-0)
3½" CREDIT (for 10" of Selected Subgrade Material - Gravel)
12.5" Total Base and Wear.

TOM EDWARDS
Construction Engineer

by
G. L. Decker
Staff Assistant

cc: Tom Edwards
[illegible]
[illegible]
County - City

NOTED
V. R. JONES

NOTED
[illegible]

7-5-57

LOCATION PROSPECTUS, FOREST BOUNDARY-TILLER SECTION, SOUTH UMPQUA RIVER COUNTY ROAD, DOUGLAS COUNTY

NOTED
Harold C. Ayers

Fas 801

The following prospectus is submitted regarding a three-mile section of the South Umpqua River County Road in Douglas County. The northern terminus of this road is at the Forest Boundary. The southern terminus is 3 miles toward Tiller from the Forest Boundary. Overall length of the road is approximately 3 miles. There is no known name for the southern terminus of this road.

The purpose of this survey is a relocation of the existing county road for improvement of alignment, grades, and roadbed width in preparation for surfacing and paving. The route is through mountainous terrain running downstream along the north side of the South Umpqua River. There are no towns along this route.

The general route has been laid out by Al May, County Engineer. No reconnaissance has been run and none is considered necessary because of the restrictions imposed on the route by the mountains and the river. A soils reconnaissance has not been made; however, should one be necessary, it will be called for. There appears to be no special drainage problems. An economic analysis has not been made and is not considered necessary.

The present ADT is 500 and the projected ADT is 1,000. The road is primarily for lumber and log hauling and warrants a modified Class "D-45" facility with 22 feet of pavement and 4-foot shoulders. All efforts will be made to confine the maximum grade to 6 per cent and the maximum curvature to 12 degrees; however, economic feasibility may require use of 16 degree curvature on one or two points.

The tentative base design by G. L. Decker is:

Crushed Rock Base	13" (or 18" Selected Subgrade)
3/4"-0 Level Course	1½"
Asphaltic Concrete	3½"

There are no records of previous surveys on this road; therefore, no comparison as to rise and fall and central angle is possible.

Deviation from the standards set forth in the Oregon State Highway Department Technical Bulletin No. 19, Revised, is anticipated, particularly as to alignment, due to the rugged terrain.

This will be an unrestricted access type of facility with no interchanges, no railroad crossings, and no river or large stream crossings.

Prospective sources of materials have not been investigated.

NOTED
C. G. SWENSON

There are no known agreements with Douglas County. Disposition of the old facility will be handled by the county.

There are no State parks in the vicinity.

July 5, 1957

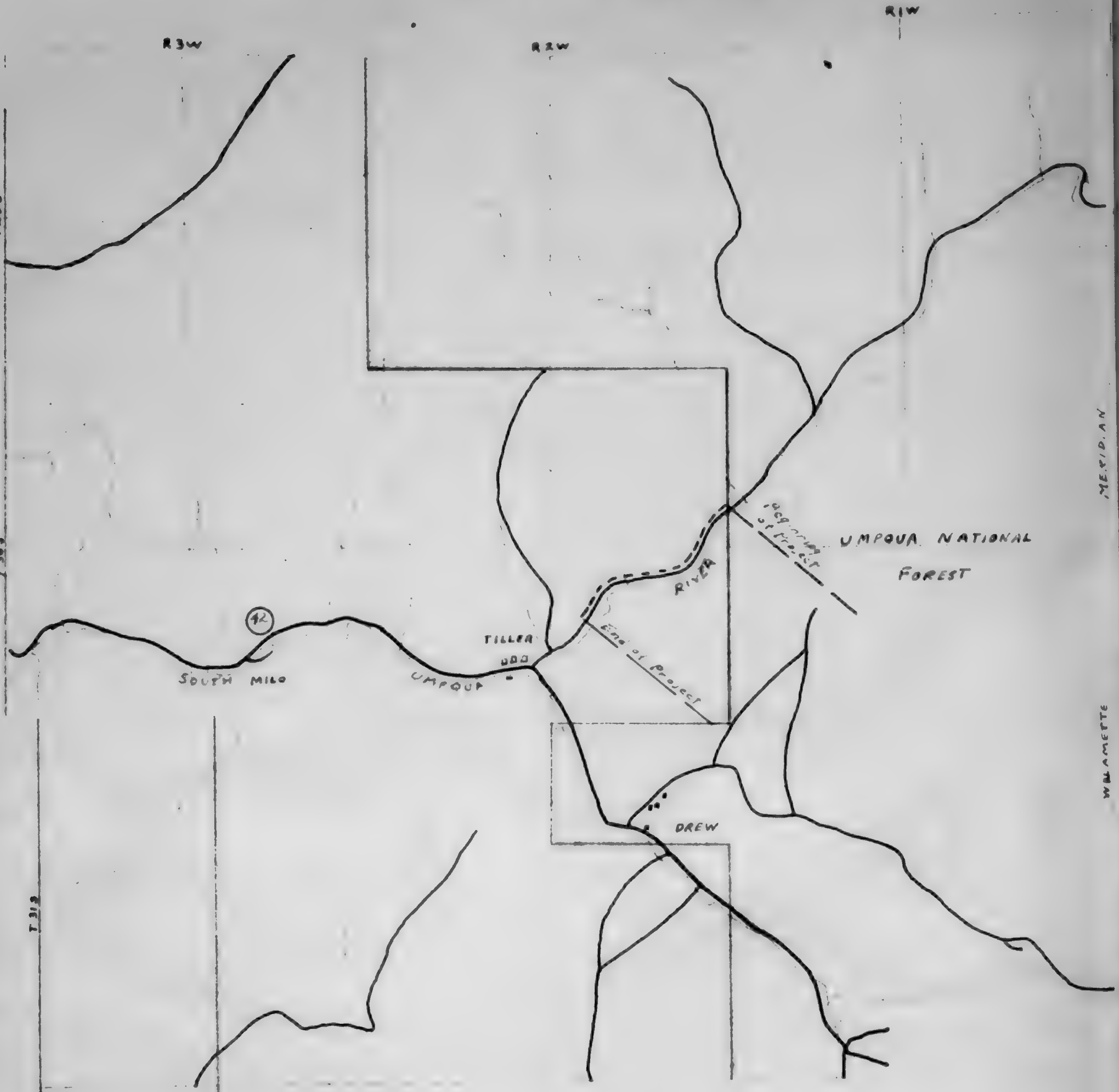
Attachment

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
F. D. Morgan
C. C. Gall
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
P. M. Stephenson
C. G. Swenson
G. L. Decker (2)

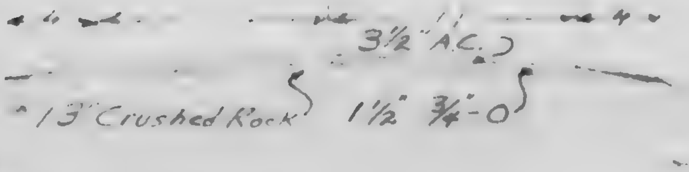
RECEIVED
JUL - 8 1957

PROSPECTUS MAP
~~Forest Boundary - Tiller County Road~~

PROSPECTUS MAP
FOREST BOUNDARY - ~~TILLER~~ TILLER COUNTY ROAD
DOUGLAS COUNTY


R3W
R2W
R1W
T29S
T30S
T31S
T32S
42
SOUTH MILO
UMPQUA
RIVER
TILLER
DREW
Beginning of Project
End of Project
UMPQUA NATIONAL FOREST
WILLAMETTE
MERIDIAN

TYPICAL SECTION


4'
4'
3½" A.C.
13" Crushed Rock 1½" ¾"-0

NOTED
Harold C. Ayers

ADDEUNDUM "A"

LOCATION PROSPECTUS, FOREST BOUNDARY-TILLER SECTION
SOUTH UMPQUA RIVER COUNTY ROAD, DOUGLAS COUNTY

FAS 901

6-10-57

The following addendum is submitted to revise the location prospectus concerning the above-mentioned section:

Paragraphs 1 through 4: Correct as per original prospectus.

Paragraph 5: Delete entirely and insert: The tentative base design by G. L. Decker is:

Crushed Rock Base	13" (or 18" Selected Subgrade with 7½" Crushed Rock)
3/4"-0 Leveling Course	1½"
Asphaltic Concrete	3½"

Paragraphs 6 through 11: Correct as per original prospectus.

July 10, 1957

cc W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
F. D. Morgan
C. C. Gall
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
R. C. Edgerton
Frank Hall
J. W. Nash
C. G. Polk
R. L. Porter
S. H. Probert
P. M. Stephenson ✓
C. G. Swenson
G. L. Decker (2)

NOTED
JOHN D. GRAHAM

NOTED

RECEIVED
JUL 11 1957

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
March 15, 1957

Available Funds for
Forest Boundary-Tiller Section
FAS 801, Douglas County

Mr. Tom Edwards
OFFICE

NOTED
J. F. HAGEMANN

Due to a $46,000 overrun in the Pruner Bridge contract authorization ($266,000) over the amount originally programmed ($220,000), the funds available for the Forest Boundary-Tiller section of FAS 801 will be reduced from the $254,000 originally programmed to $208,000.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Morgan, Div. Engr., Roseburg

NOTED
JOHN D. GRAHAN

NOTED
C. G. SWENSON

FRANK ASHLEY, COUNTY COMMISSIONER
V. T. JACKSON, COUNTY JUDGE
HURON W. CLOUGH, COUNTY COMMISSIONER

CHARLES DOERNER, CLERK
MORRIS C. BOWKER, ASSESSOR
BERT LAURANCE, TREASURER
FRED M. DARBY, SURVEYOR

ROBERT M. STULTS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT
IRA C. BYRD, SHERIFF
L. L. POWERS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

March 7, 1957

Mr. John F. Hagemann
Asst. Engr., County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Hagemann:

The description contained in your letter of March 5, 1957 concerning FAS 801 is correct and in line with the request.

The date of starting this project is a great concern to Douglas County Road Department. This winter's flood caused considerable damage to the upper end of the road. We would like to know when this requested project will be undertaken so that we can plan on the repairs necessary to carry us until construction can start.

Yours truly,

Al. H. May

AHM/hb

Al. H. May
County Engineer

RECEIVED
MAR 7 1957
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAR 8 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

March 5, 1957

Mr. Al H. May
Douglas County Engineer
Courthouse
Roseburg, Oregon

NOTED
Harold C. Ayers

J. F. HAGEMANN

Dear Mr. May:

On February 28th the Highway Commission approved the project on FAS 801 as described in the attached tabulation. This description is believed to conform with the County's request.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. G[illegible]HAN

NOTED
C. G. SWENSON

DOUGLAS COUNTY
PROPOSED PROJECT

$258,000 (See letter 3-15-57)

FAS 801, Forest Boundary-Tiller Section, ~~$254,000~~. This section extends from the Umpqua National Forest boundary approximately 5.3 miles northeast of Tiller, southwesterly as far as available funds will permit.

The proposed project is to grade, drain, place base material, and construct an asphaltic concrete pavement 22' in width with 4' shoulders. This road carries heavy lumber and log haul traffic.

Mr. Al May, Douglas County Engineer, should be consulted prior to making the survey and kept advised as the survey progresses.

The $254,000 programmed represents the presently estimated total FAS funds available to Douglas County and may be adjusted as more exact figures for previously programmed FAS projects become available. The project length will be governed by available funds.

(57-b)
2/8/57

I-248(16) E. Unit, Sundial-Rooster 1957
Rock Sec., Columbia River
#5089 Hwy. (Grading)

FOR CORRESPONDENCE RE. CONSTRUCTION
PORTION OF BOAT LAUNCHING FACILITIES
SEE CONTRACT #5334

RECEIVED
FOR FILING
5089

FORM E-123-X

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 6, 1960

Hollister & Thomas
Attorneys at Law
825 Failing Building
Portland 4, Oregon

Re: Frank Reed vs. S. W. Groesbeck
Francis Reed vs. S. W. Groesbeck
Contract No. 5089
East Unit, Sun Dial-Rooster
Rock Section of the Columbia
River Highway

Attention: Robert H. Hollister

Dear Mr. Hollister:

This will acknowledge your letter of June 1, 1960 addressed to Mr. George E. Rohde reference the above case.

Since my return I have reviewed the actions filed by Frank Reed and Arthur Reed against Mr. Groesbeck and must inform you on behalf of the Highway Commission that the tender of defense of these cases is rejected.

Very truly yours,

L. I. LINDAS
Chief Counsel

GER:hg
CC: Mr. Forrest Cooper

NOTED
FORREST COOPER

Forest Cooper?

RECEIVED
APR 2 1960
FOR FILING
5089

FORM E-123-X REV. 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 25, 1960

Hollister & Thomas
Attorneys at Law
825 Failing Building
Portland 4, Oregon

Attention: Robert H. Hollister

Re: Frank Reed vs. S. W. Groesbeck
Francis Reed vs. S. W. Groesbeck
Contract No. 5089
East Unit, Sun Dial-Rooster
Rock Section of the Columbia
River Highway

Gentlemen:

This will acknowledge receipt of your letter of April 22, 1960, together with verifax copies of the complaints of Arthur Francis Reed and Frank H. Reed vs. S. W. Groesbeck and others (case numbers 263676 and 263764 respectively) filed in Multnomah County Circuit Court.

The gravamen of both complaints apparently is assault and battery for which the plaintiff seeks general and special damages totaling $70,000. You have tendered the defense of both cases to the State Highway Commission on the basis of the fact that your client S. W. Groesbeck was engaged in construction of a highway project at the time of the alleged assault.

The Chief Counsel, Mr. Lindas, and the Commission are on an inspection trip in Eastern Oregon at this time, and I am not able to communicate with them. However, I believe you should know that it will be my recommendation that this tender of defense be rejected. I will, of course, bring the matter to the attention of the Chief Counsel and the Commission at the first opportunity, and you will have a definite decision on the matter as soon as possible. In the meantime, I thought I should communicate to you my thinking on the matter so you will not be prejudiced by the time taken. I feel I should also tell you that our records indicate, and you verify, the condemnation complaint on the part of the State Highway Commission vs. Frank Reed was filed December 13, 1957, with service of summons made on Frank Reed on December 23, 1957.

Very truly yours,

G. E. ROHDE
Assistant Counsel

GER/mab

cc - Forrest Cooper
L. I. Lindas

RECEIVED
APR 26 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Williams

RECEIVED
59
FOR FILING

February 3, 1959

NOTED
W. C. WILLIAMS

Contract No. 5089
Columbia River Highway

F.A.P. No. I-248(16)
Prefix No. 26-1095

FINAL COST ANALYSIS
East Unit, Sundial-Rooster Rock
Grading
S. W. Groesbeck, Contractor
Clay M. Cornett, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1. Clearing and Grubbing	100%	All	$	$55,395.00	$ 6,791.35	$ 55,395.00
2. Drainage Excavation, Unclassified	190.22	Cu. Yd.	3.97	5.00	755.92	951.10
3. Special Borrow Excavation, Class A	451,670.2	Cu. Yd.	.532	.50	240,525.93	225,835.10
4. Special Borrow Excavation, Class B	283,608.5	Cu. Yd.	.547	.50	155,297.61	141,804.25
5. General Excavation, Unclassified	96,310.5	Cu. Yd.	.242	.40	23,327.76	38,524.20
6. Short Overhaul	313,505.6	Yd. Sta.	.006	.01	1,814.09	3,135.06
7. Long Overhaul	3,042.7	Cu-yd. Sta.	.255	.40	777.23	1,217.08
8. Truck Haul	823,467.9	Yd. Mi.	.114	.13	94,189.60	107,050.83
9. Finish Roadbed and Slopes	4.35	Mile	954.82	1,000.00	4,153.49	4,350.00
10. 18" Corr. Metal Pipe	530	Lin. Ft.	5.51	6.00	2,922.88	3,180.00
11. 24" Corr. Metal Pipe	210	Lin. Ft.	7.09	8.00	1,488.64	1,680.00
12. 36" Corr. Metal Pipe	22	Lin. Ft.	12.38	13.00	275.40	286.00
13. 18" Metal End Section Coated	2	Each	28.51	30.00	57.03	60.00
PA#1 Placing Piles	30	Each	100.95	106.80	3,028.62	3,204.00
PA#1 6"X6"X15' Posts	10	Each	2.80	2.80	28.00	28.00
PA#2 Extra Lighting	100%	All	529.00	529.00	529.00	529.00
PA#3 Sprinkling	681	M/gal.	2.78	3.00	1,892.71	2,043.00
PA#4 Place Riprap Rock	902	Cu. Yd.	.81	1.00	730.20	902.00
Force Account					3,028.44	3,283.64
					$541,613.40	$593,458.26

Gross Revenue	$593,458.26
Total Cost	541,613.40
Net Profit	$ 51,844.86

Net Profit Equals 8.74% of Gross Revenue.

RECEIVED
FEB - 6 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Contract No. 5089 Detail of Cost

Supervision		$ 9,000.00	
Labor		155,644.42	
			$164,644.42
PAYROLL TAXES:			
Social Security	$3,328.66		
State Unemployment	3,785.61		
Industrial Accident	3,168.72		
		10,282.99	
Health and Welfare		4,470.05	
			$ 14,753.04
Equipment Rental (Owned)		$213,652.00	
Equipment Rental (Rented)		68,855.77	
Petroleum Products		28,109.69	
Powder and Caps		1,421.26	
Inspection and Labor by U.P. R.R.		1,485.00	
Railroad Insurance		2,500.00	
Bond		2,961.61	
Temporary Overcrossing		13,900.00	
Home Office and General Overhead		22,128.88	
			$355,014.21
SUB CONTRACTS			
Willamette Tug and Barge (Dolphins)		$ 2,810.00	
Olson Electric		529.00	
Other Miscellaneous Work		788.50	
			$ 4,127.50

MATERIALS:

18" Corr. Metal Pipe Bands	$ 3.03	Each	40		$ 121.20	
18" Corr. Metal Pipe	$ 3.03	Per Ft.	530	Lin. Ft.	1,605.91	
24" Corr. Metal Pipe Bands	$ 4.72	Each	20		94.40	
24" Corr. Metal Pipe	$ 4.72	Per Ft.	210	Lin. Ft.	991.20	
36" Corr. Metal Pipe Bands	$ 9.25	Each	2		18.50	
36" Corr. Metal Pipe	$ 9.25	Per Ft.	22	Lin. Ft.	203.50	
18" Metal End Sections Ctd.	$19.76	Each	2		39.52	
						$ 3,074.23
						$541,613.40

CONTRACT NO. 5089

REMARKS:

This project is a "Federal-Aid Interstate Highway Project" and was to be conducted in accordance with federal regulations applying to that class of project, calling for the construction of 4.35 miles of highway roadbed, involving approximately 886,500 cubic yards of special borrow excavation and 88,400 cubic yards of roadbed excavation and various connections and approaches.

The west end of the project is at Station 650+00, which Station is approximately 2.56 miles east of the Sandy River and approximately 2.0 miles west of Corbett Junction. The east end of the project is at Station 880+00, which station is approximately 2.36 miles east of Corbett Junction and 0.38 mile west of the Rooster Rock Undercrossing. The overall length of the project is 4.35 miles.

The project was bid October 31, 1957. Clearing started December 5, 1957, and the contract was awarded December 13, 1957. The contractor worked one shift up to March 1, 1958 and then operated a 9-hour shift for day and 8-hour for swing shift. The labor strike closed the project for 2 weeks but operating engineers did not stop work as an emergency was declared due to high water. Slight loss of work time due to rain. Project was completed September 15, 1958.

Equipment used on project was: D-8 with drill and compressor mounted, 315 compressor, two D-9's with dozer and rippers, three HD-21's with dozers, one HD-20 with dozer, 80 D shovel, five DW-20 bottom dump (rented), two Super C tournapuls with scrapers and rock beds, B-22 shovel (rented), blade, heavy duty trap loader, water wagon, conveyor (rented from Newport Construction Company) two Dodge power wagons, 1 ton Ford pickup, 3/4-ton pickup, 2-ton flatbed and misc. small tools.

Progress was very good on this project with sufficient equipment available to do the work. The unbalanced bid on clearing and general excavation was figured in the low bid for "B" borrow. The underrun on special borrows was possibly a help rather than penalty because the tightening of materials in quarry. Good supervision and equipment in excellent shape contributed to a good profit.

M. N. Juve
Chief Cost Analyst

BY

H. R. Sturgis

Contract 5090

RECEIVED JAN 1959 FOR FILING

Monthly transaction number 1-61	Fo A U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	**Oregon**
Project report number 11 I 248(16) 5089	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Multnomah**
		Project number **I-248(16)old** **I-80N-2(2)15**

JAN 15 1959 Washington

JAN 15 1959 REGIONAL

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **May 13**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project	$ **1,152,064.00**
Revised Federal funds	$ **1,063,200.00**

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **15** day of **January**, 19**59**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper

Deputy **State Highway Engineer**
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

USComm-DC 11170

January 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Sandy River-Rooster Rock Section, Project No. I-80N-2(2)15.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

RNC:lmw

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to:
08-35.5

January 8, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-2(2)15
Sandy River-Rooster Rock Section
Columbia River Highway

Dear Sir:

In accordance with your letter of December 9, 1958 submitting a revised estimate to include the cost of a borrow area on the above project, we are attaching two copies of Modification of Project Agreement for your signature.

As you are no doubt aware, modifications of this nature are highly irregular but due to verbal commitments given you when this property was condemned, we are willing to approve the modification for this project only.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
E. H. Cowan
Acting Division Engineer

Encls.

RECEIVED
JAN 9 1959
OFFICE OF
STATE HIGHWAY ENGINEER

COOPER

December 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding, under separate cover, four copies of estimate as a basis for Modification of Project Agreement for the Sandy River-Rooster Rock Section, Project No. I-80N-2(15), (Old) I-248(16).

The project agreement estimate has been revised to include the estimated cost of borrow materials from a separate borrow area site (ROW plan file 26577), these materials being used in the construction of the above project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:lmr

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(2)15
(Old) I-248(16)

SANDY RIVER-ROOSTER ROCK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for Modification of project agreement. Revised to include estimated costs of borrow areas necessary to complete this project. Based on low bid prices and estimated costs of Borrow Areas.)

Salem, Oregon, December 4, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 28,000.00

Type Code 0010
Roadway (Sta. 517+40 to Sta. 650+00)
(Contract No. 5090)

Clearing and Grubbing	All Required (70%) $		$ 14,000.00
Drainage Excavation, Unclassified	660 Cu. Yds.	2.50	1,650.00
Special Borrow Excavation, Unclassified	677,700 Cu. Yds.	0.21	142,317.00
General Excavation, Unclassified	37,700 Cu. Yds.	0.20	7,540.00
Truck Haul	1,015,000 Yd. Mile	0.1125	114,187.50
Loading and Placing Topsoil	6,000 Cu. Yds.	0.40	2,400.00
Finishing Roadbed and Slopes	All Required (70%)		3,500.00
12-Inch Corrugated Metal Pipe	290 Lin. Ft.	3.50	1,015.00
18-Inch Corrugated Metal Pipe	1,700 Lin. Ft.	4.30	7,310.00
24-Inch Corrugated Metal Pipe	600 Lin. Ft.	7.00	4,200.00
36-Inch Corrugated Metal Pipe	120 Lin. Ft.	13.60	1,632.00
18-Inch Metal End Sections	14 Only	40.00	560.00
Sprinkling	160 M-Gals.	2.00	320.00
			$ 300,631.50
Seeding and Mulching	All Required		6,000.00
			$ 306,631.50

Type Code 0010
Roadway (Sta. 650+00 to Sta. 880+00)
(Contract No. 5039)

Clearing and Grubbing	All Required		$ 55,395.00
Drainage Excavation, Unclassified	100 Cu. Yds.	$ 5.00	500.00

Special Borrow Excavation, Class "A"	508,000	Cu. Yds.	$ 0.50	$ 254,000.00
Special Borrow Excavation, Class "B"	378,500	Cu. Yds.	0.50	189,250.00
General Excavation, Unclassified	88,000	Cu. Yds.	0.40	35,200.00
Short Overhaul	262,000	Yd. Sta.	0.01	2,620.00
Long Overhaul	3,700	C-Y-Sta.	0.40	1,480.00
Truck Haul	1,007,500	Yd. Mile	0.13	130,975.00
Finishing Roadbed and Slopes	4.35	Miles	1,000.00	4,350.00
18-Inch Corrugated Metal Pipe	540	Lin. Ft.	6.00	3,240.00
24-Inch Corrugated Metal Pipe	210	Lin. ft.	8.00	1,680.00
36-Inch Corrugated Metal Pipe	20	Lin. Ft.	13.00	260.00
18-Inch Metal End Sections	2	Only	30.00	60.00
				$ 679,010.00
Seeding and Mulching		All Required		3,000.00
Flagging (57½% of Contractor's Cost)		All Required		10,000.00
				$ 692,010.00
Borrow Area		All Required		12,400.00
		Subtotal		$1,011,441.90
		10% Engr. & Cont.		101,144.15
		Total		$1,112,585.65

Type Code 2028
Box Culvert (Sta. 864+70 to Sta. 864+90.7)
(Contract No. 5089)

Drainage Excavation, Unclassified	200	Cu. Yds.	$ 5.00	$ 1,000.00
General Excavation, Unclassified	400	Cu. Yds.	0.40	160.00
Class "A" Concrete	110	Cu. Yds.	70.00	7,700.00
Metal Reinforcement	10,500	Lbs.	0.15	1,575.00
		Subtotal		$ 10,435.00
		10% Engr. & Cont.		1,043.50
				$ 11,478.50

Length of Roadway - - - - - - - - -	6.866 Miles
Length of 2 Structures - - - - - -	0.009 Miles
Total Length - - - - - - - - - - -	6.875 Miles
Cost of Roadway Per Mile - - - -	$162,042.76

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 28,000.00	$ 25,400.00	$ 2,600.00
Roadway	1,112,585.65	1,027,600.00	84,985.65
Structure	11,478.50	10,600.00	878.50
	$1,152,064.15	$1,063,600.00	$88,464.15

State Funds for Const.: Chapter 175, laws 1917; Chapter 31, laws 1920;
Chapter 529, laws 1939.

State Funds for Maint.: Chapter 529, laws 1939.

Contract 3089

Monthly Transaction No. $ 41 RECEIVED MAY 20 1958 FOR FILING	Fo -2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No.	FEDERAL-AID PROJECT AGREEMENT	County Multnomah
		Project No. ~~New~~ I-82-2(2)15 I-240(16)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Sandy River-Rooster Rock Section from Sandy River east approx. 6.9 miles (US 30).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	6/5/57	-
Rights-of-Way		
Construction	10/16/57	6.9
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 1,137,984.00	$ 1,050,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Nck Mc Sun
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

Date executed by Division Engineer **May 13, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Sandy River-Rooster Rock Section, Project No. I-248(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:cr

January 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Sandy River-Rooster Rock Section, Project No. I-248(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:bb

Oregon State Highway Department

Federal Aid
Project No. I-248(16)

SANDY RIVER-ROOSTER ROCK SECTION OF

THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Dec. 31, 1957

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 28,000.00

Type Code 0010
Roadway (Sta. 517+40 to Sta. 650+00)(Contract No. 5090)

Clearing and Grubbing	All	Required (70%)		$ 14,000.00
Drainage Excavation, Unclassified	660	cu. yds.	$2.50	1,650.00
Special Borrow Excavation, Unclassified	677,700	cu. yds.	0.21	142,317.00
General Excavation, Unclassified	37,700	cu. yds.	0.20	7,540.00
Truck Haul	1,015,000	yd. mi.	0.1125	114,187.50
Loading and Placing Topsoil	6,000	cu. yds.	0.40	2,400.00
Finishing Roadbed and Slopes	All	Required (70%)		3,500.00
12-inch Corrugated Metal Pipe	290	lin. ft.	3.50	1,015.00
18-inch Corrugated Metal Pipe	1,700	lin. ft.	4.30	7,310.00
24-inch Corrugated Metal Pipe	600	lin. ft.	7.00	4,200.00
36-inch Corrugated Metal Pipe	120	lin. ft.	13.60	1,632.00
18-inch Metal End Sections	14	only	40.00	560.00
Sprinkling	160	M-gal.	2.00	320.00
				$300,631.50
Seeding and Mulching	All	Required		6,000.00
				$306,631.50

Type Code 0010
Roadway (Sta. 650+00 to Sta. 880+00)(Contract No. 5089)

Clearing and Grubbing	All	Required	$	$ 55,395.00
Drainage Excavation, Unclassified	100	cu. yds.	5.00	500.00
Special Borrow Excavation, Class "A"	508,000	cu. yds.	0.50	254,000.00
Special Borrow Excavation, Class "B"	378,500	cu. yds.	0.50	189,250.00
General Excavation, Unclassified	88,000	cu. yds.	0.40	35,200.00
Short Overhaul	262,000	yd. sta.	0.01	2,620.00
Long Overhaul	3,700	C-yd.sta.	0.40	1,480.00
Truck Haul	1,007,500	yd. mi.	0.13	130,975.00
Finishing Roadbed and Slopes	4.35	miles	1,000.00	4,350.00
18-inch Corrugated Metal Pipe	540	lin. ft.	6.00	3,240.00
24-inch Corrugated Metal Pipe	210	lin. ft.	8.00	1,680.00
36-inch Corrugated Metal Pipe	20	lin. ft.	13.00	260.00
18-inch Metal End Sections	2	only	30.00	60.00
				$679,010.00
Seeding and Mulching	All	Required		3,000.00
Flagging (57½% of Contractor's Cost)	All	Required		10,000.00
				$692,010.00

Subtotal	$998,641.50
10% Engr. & Cont.	99,864.15
Total	$1,098,505.65

Type Code X028
Box Culvert (Sta. 864+70 to 864+90.7)(Contract No. 5089)

Drainage Excavation, Unclassified	200 cu. yds.	$5.00	$ 1,000.00
General Excavation, Unclassified	400 cu. yds.	0.40	160.00
Class "A" Concrete	110 cu. yds.	70.00	7,700.00
Metal Reinforcement	10,500 lbs.	0.15	1,575.00
		Subtotal	$ 10,435.00
		10% Engr. & Cont.	1,043.50
			$ 11,478.50

Length of Roadway - - - - - - - - -6.866 Miles
Length of 2 Structures- - - - - -0.009 Mile
Total Length - - - - - - - - - - -6.875 Miles
Cost of Roadway Per Mile- - - - -$159,992.01

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engr.	$ 28,000.00	$ 25,400.00	$ 2,600.00
Roadway	1,098,505.65	1,014,700.00	83,805.65
Structure	11,478.50	10,600.00	878.50
	$1,137,984.15	$1,050,700.00	$87,284.15

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-248(16)

SANDY RIVER-ROOSTER ROCK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon October 11, 1957

Type Code P. E.

Preliminary Engineering	All	Required		$ 28,000.00

Type Code 0010
Roadway (Sta. 517+40 to Sta. 650+00)

Clearing and Grubbing	All	Required(70%)		$10,500.00
Drainage Excavation, Unclassified	660	cu. yds.	$ 3.00	1,980.00
Special Borrow Excavation, Unclass.	1,019,000	cu. yds.	.28	285,320.00
General Excavation, Unclassified	37,700	cu. yds.	.28	10,556.00
Truck Haul	1,015,000	yd. mi.	.20	203,000.00
Loading and Placing Topsoil	6,000	cu. yds.	1.50	9,000.00
Finishing Roadbed and Slopes	All	Required(70%)		4,900.00
12-inch Corrugated Metal Pipe	290	lin. ft.	3.75	1,087.50
18-inch Corrugated Metal Pipe	1,700	lin. ft.	5.00	8,500.00
24-inch Corrugated Metal Pipe	600	lin. ft.	7.50	4,500.00
36-inch Corrugated Metal Pipe	120	lin. ft.	14.50	1,740.00
18-inch Metal End Sections	14	only	45.00	630.00
Sprinkling	160	M-gals.	2.50	400.00
				$542,113.50
Seeding and Mulching	All	Required		6,000.00
				$548,113.50

Type Code 0010
Roadway (Sta. 650+00 to Sta. 880+00)

Clearing and Grubbing	All	Required		$ 30,000.00
Drainage Excavation, Unclassified	100	cu. yds.	$3.00	300.00
Special Borrow Excavation, Class "A"	513,700	cu. yds.	.30	154,110.00
Special Borrow Excavation, Class "B"	382,200	cu. yds.	.90	343,980.00
General Excavation, Unclassified	88,000	cu. yds.	.30	26,400.00
Short Overhaul	262,000	yd. sta.	.01	2,620.00
Long Overhaul	3,700	C-yd. sta.	.35	1,295.00
Truck Haul	1,017,000	yd. mile	.17	172,890.00
Finishing Roadbed and Slopes	4.35	miles	1,000.00	4,350.00

18-inch Corrugated Metal Pipe	540 lin. ft.	$ 5.00	$ 2,700.00
24-inch Corrugated Metal Pipe	210 lin. ft.	7.50	1,575.00
36-inch Corrugated Metal Pipe	20 lin. ft.	10.00	200.00
18-inch Metal End Sections	2 only	45.00	90.00
Coarse Crushed Material in Base	160 cu. yds.	2.75	440.00
3/4" - 0 Material in Base	75 cu. yds.	3.00	225.00
			$741,175.00
Adjust and Move Telephone Lines	All Required		5,000.00
Adjust and Move Power Poles	All Required		3,000.00
Relocate U.S.C.G. Channel Markers	All Required		5,000.00
Seeding and Mulching	All Required		3,000.00
Flagging (57½% of Contractor's Cost)	All Required		10,000.00
			$767,175.00
	Subtotal		$1,315,288.50
	10% Engr. & Cont.		131,528.85
	Total		$1,446,817.35

Type Code X028
Box Culvert(Sta. 864+70 to 864+90.7)

Drainage Excavation, Unclassified	200 cu. yds.	$3.00	$ 600.00
General Excavation, Unclassified	400 cu. yds.	.30	120.00
Class "A" Concrete	110 cu. yds.	55.00	6,050.00
Metal Reinforcement	10,500 lbs.	.16	1,680.00
	Subtotal		$ 8,450.00
	10% Engr. & Cont.		845.00
	Total		$ 9,295.00

Length of Roadway. . . . . 6.866 miles
Length of Two structures . . . . 0.009 mile
Total Length . . . . 6.875 miles
Cost of Roadway per mile $210,722.02

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 28,000.00	$ 25,000.00	$ 3,000.00
Roadway	1,446,817.35	1,336,500.00	110,317.35
Structure	9,295.00	8,500.00	795.00
	$1,484,112.35	$1,370,000.00	$114,112.35

Oregon State Highway Department

Federal Aid
Project No. I-248(16)

SANDY RIVER-ROOSTER ROCK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 11, 1957

Type Code P.E.

Preliminary Engineering	All	Required		$28,000.00

Type Code 0010
Roadway (Sta. 517+40 to Sta. 650+00)

Clearing and Grubbing	All	Required (70%)		$10,500.00
Drainage Excavation, Unclassified	660	cu. yds.	$3.00	1,980.00
Special Borrow Excavation, Unclassified	677,700	cu. yds.	0.28	189,756.00
General Excavation, Unclassified	37,700	cu. yds.	0.28	10,556.00
Truck Haul	1,015,000	yd. mi.	0.20	203,000.00
Loading and Placing Topsoil	6,000	cu. yds.	1.50	9,000.00
Finishing Roadbed and Slopes	All	Required (70%)		4,900.00
12 Inch Corrugated Metal Pipe	290	lin. ft.	3.75	1,087.50
18 Inch Corrugated Metal Pipe	1,700	lin. ft.	5.00	8,500.00
24 Inch Corrugated Metal Pipe	600	lin. ft.	7.50	4,500.00
36 Inch Corrugated Metal Pipe	120	lin. ft.	14.50	1,740.00
18 Inch Metal End Sections	14	only	45.00	630.00
Sprinkling	160	M-gal.	2.50	400.00
				$446,549.50
Seeding and Mulching	All	Required		6,000.00
				$452,549.50

Type Code 0010
Roadway (Sta. 650+00 to Sta. 880+00)

Clearing and Grubbing	All	Required		$ 30,000.00
Drainage Excavation, Unclassified	100	cu. yds.	$3.00	300.00
Special Borrow Excavation, Class "A"	513,700	cu. yds.	0.30	154,110.00
Special Borrow Excavation, Class "B"	382,200	cu. yds.	0.90	343,980.00
General Excavation, Unclassified	88,000	cu. yds.	0.30	26,400.00
Short Overhaul	262,000	yd. sta.	0.01	2,620.00
Long Overhaul	3,700	C-yd. sta.	0.35	1,295.00
Truck Haul	1,017,000	yd. mile	0.17	172,890.00
Finishing Roadbed and Slopes	4.35	miles	1,000.00	4,350.00
18 Inch Corrugated Metal Pipe	540	lin. ft.	5.00	2,700.00
24 Inch Corrugated Metal Pipe	210	lin. ft.	7.50	1,575.00
36 Inch Corrugated Metal Pipe	20	lin. ft.	10.00	200.00
18 Inch Metal End Sections	2	only	45.00	90.00
Coarse Crushed Material in Base	160	cu. yds.	2.75	440.00
3/4" - 0 Material in Base	75	cu. yds.	3.00	225.00

		$741,175.00
Adjust and Move Telephone Lines	All Required	5,000.00
Adjust and Move Power Poles	All Required	3,000.00
Relocate USCG Channel Markers	All Required	5,000.00
Seeding and Mulching	All Required	3,000.00
Flagging (57½% of Contractor's Cost)	All Required	10,000.00
		$767,175.00
	Subtotal	$1,219,724.50
	10% Engr. & Cont.	121,972.45
	Total	$1,341,696.95

Type Code X028
Box Culvert (Sta. 864+70 to 864+90.7)

Drainage Excavation, Unclassified	200 cu. yds.	$3.00	$ 600.00
General Excavation, Unclassified	400 cu. yds.	0.30	120.00
Class "A" Concrete	110 cu. yds.	55.00	6,050.00
Metal Reinforcement	10,500 lbs.	0.16	1,680.00
	Subtotal		$ 8,450.00
	10% Engr. & Cont.		845.00
			$ 9,295.00

Length of Roadway	6.866 Miles
Length of 2 Structures	0.009 Mile
Total Length	6.875 Miles
Cost of Roadway per Mile	$195,411.72

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 28,000.00	$ 25,000.00	$ 3,000.00
Roadway	1,341,696.95	1,239,500.00	102,196.95
Structure	9,295.00	8,500.00	795.00
	$ 1,378,991.95	$ 1,273,000.00	$105,991.95

Oregon State Highway Department

Federal Aid
Project No. I-248(16)

SANDY RIVER-ROOSTER ROCK SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Oct. 11, 1957

Type Code P. E.

Preliminary Engineering	All	Required	$	$ 28,000.00

Type Code 0010
Roadway (Sta. 517+40 to Sta. 650+00)

Clearing and Grubbing	All	Required	(70%)	10,500.00
Drainage Excavation, Unclassified	660	cu. yds.	$3.00	1,980.00
Special Borrow Excavation, Unclassified	677,700	cu. yds.	0.28	189,756.00
General Excavation, Unclassified	37,700	cu. yds.	0.28	10,556.00
Truck Haul	1,015,000	yd. mi.	0.20	203,000.00
Loading and Placing Topsoil	6,000	cu. yds.	1.50	9,000.00
Finishing Roadbed and Slopes	All	Required	(70%)	4,900.00
12-inch Corrugated Metal Pipe	290	lin. ft.	3.75	1,087.50
18-inch Corrugated Metal Pipe	1,700	lin. ft.	5.00	8,500.00
24-inch Corrugated Metal Pipe	600	lin. ft.	7.50	4,500.00
36-inch Corrugated Metal Pipe	120	lin. ft.	14.50	1,740.00
18-inch Metal End Sections	14	only	45.00	630.00
Sprinkling	160	M-gals.	2.50	400.00
				$446,549.50
Seeding and Mulching	All	Required		6,000.00
				$452,549.50

Type Code 0010
Roadway (Sta. 650+00 to Sta. 880+00)

Clearing and Grubbing	All	Required	$	$ 30,000.00
Drainage Excavation, Unclassified	100	cu. yds.	3.00	300.00
Special Borrow Excavation, Class "A"	508,000	cu. yds.	0.30	152,400.00
Special Borrow Excavation, Class "B"	378,500	cu. yds.	0.90	340,650.00
General Excavation, Unclassified	88,000	cu. yds.	0.30	26,400.00
Short Overhaul	262,000	yd. sta.	0.01	2,620.00
Long Overhaul	3,700	C-yd.sta.	0.35	1,295.00
Truck Haul	1,007,500	yd. mi.	0.17	171,275.00
Finishing Roadbed and Slopes	4.35	miles	1,000.00	4,350.00
18-inch Corrugated Metal Pipe	540	lin. ft.	5.00	2,700.00
24-inch Corrugated Metal Pipe	210	lin. ft.	7.50	1,575.00
36-inch Corrugated Metal Pipe	20	lin. ft.	10.00	200.00
18-inch Metal End Sections	2	only	45.00	90.00
				$733,855.00
Adjust and Move Telephone Lines	All	Required		5,000.00
Adjust and Move Power Poles	All	Required		3,000.00
Relocate U.S.C.G. Channel Markers	All	Required		5,000.00
Seeding and Mulching	All	Required		3,000.00
Flagging (57½% of Contractor's Cost)	All	Required		10,000.00
				$759,855.00

Subtotal	$1,212,404.50
10% Engr. & Cont.	121,240.45
Total	$1,333,644.95

Type Code X028
Box Culvert (Sta. 864+70 to 864+90.7)

Drainage Excavation, Unclassified	200 cu. yds.	$3.00	600.00
General Excavation, Unclassified	400 cu. yds.	0.30	120.00
Class "A" Concrete	110 cu. yds.	55.00	6,050.00
Metal Reinforcement	10,500 lbs.	0.16	1,680.00
	Subtotal		$ 8,450.00
	10% Engr. & Cont.		845.00
	Total		$ 9,295.00

Length of Roadway - - - - - - - - -6.866 Miles
Length of 2 Structures- - - - - - -0.009 Mile
Total Length- - - - - - - - - - - - -6.875 Miles
Cost of Roadway Per Mile- - - - -$194,238.99

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engr.	$ 28,000.00	$ 25,000.00	$ 3,000.00
Roadway	1,333,644.95	1,232,000.00	101,644.95
Structure	9,295.00	8,500.00	795.00
	$1,370,939.95	$1,265,500.00	$105,439.95

RECEIVED
JAN 9 - 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 7, 1959

I-248(16)		S. W. Groesbeck	
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5089	10 Final		
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
30781	H232736	$ 14,855.80	1-7-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 125 workdays from 3-1-58

Time Extensions: None

Completion Date: Sept. 15, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Jan. 7, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
~~Secretary~~

Warrant Mailed:
JAN 7 1959
Jc

NOTED ON CARD

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RECEIVED
DEC 29 1958
FOR FILING

[illegible]

5777

Dec. 26, 1958

CERTIFIED MAIL

St. Paul Fire & Marine Ins. Co.
Pacific Dept.
200 Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 5089 for grading on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County was completed by the contractor, S. W. Groesbeck, on Sept. 15, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $14,855.80 will be released to the contractor on or after Jan. 5, 1959. The total contract amount is $593,458.26, of which amount $3,283.64 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tromp & McKinley Agency
43 West Broadway
Eugene, Oregon

NOTED ON CARD

RECEIVED
DEC 29 1958
FOR FILING

December 23, 1958

Mr. S. W. Groesbeck
P. O. Box 646
Eugene, Oregon

Dear Mr. Groesbeck:

Reference is made to your letter of December 19 concerning semifinal payment to you in connection with your contract for work on the East Unit of the Sundial-Rooster Rock Section, Contract No. 5089.

The semifinal estimate was received here on November 7. Normally, a semifinal payment, with retained percentage released down to 3 per cent, would have been made shortly thereafter. However, due to an over-estimating of quantities in prior monthly estimates, the amount remaining to be paid on the contract, as shown by the semifinal estimate, was less than 3 per cent. Therefore, in accordance with our practice, no semifinal payment or other payment could be made until our detailed checking of the semifinal estimate was completed and the final estimate prepared.

The final estimate and the voucher to cover have since been prepared and copies are being mailed to you today. When the voucher is returned, properly executed, consent of the surety to its payment will be requested. When that consent is received, or a period of 10 days has elapsed, the payment will be forwarded to you.

Very truly yours,

W. C. Williams
State Highway Engineer

SHP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

[redacted] AND SHOP
MOHAWK ROAD
SPRINGFIELD

TELEPHONES:
RIVERSIDE 6-3722
DIAMOND 4-8214

EUGENE MOBILE
OPERATOR
ZO 7-4822

S. W. GROESBECK
CONSTRUCTION & ENGINEERING

EUGENE, OREGON
P. O. BOX 646

PLEASE RETURN TO
FORREST COOPER

December 19, 1958

Mr. Forrest Cooper, Deputy State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

On December 15th last we wrote Mr. Clay Cornett, Resident Engineer at Troutdale, Oregon, urging the State Highway Department to expedite a final estimate to us on the work we performed under contract #5089 on the Columbia River Highway near Corbett Station, which work was completed on September 16, 1958.

We have Mr. Cornett's response, indicating that a semi-final estimate was submitted to the Division office on October 28th, and from the Division office to the Salem office on November 3rd.

We attach a copy of our letter of December 15th addressed to Mr. Cornett, which, we believe, is entirely self-explanatory. We further comment that we have had no word here from the semi-final estimate referred to in Mr. Cornett's reply.

Needless to repeat we are anxious to receive payment for the work accomplished, and we will appreciate your efforts to bring this job to a conclusion.

Yours very truly,

S. W. GROESBECK

H. W. Appel

H. W. Appel, Office Manager

RECEIVED
DEC 22 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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P
Y

S. W. GROESBECK
P.O. Box 646
Eugene, Oregon

December 15, 1958

Mr. Clay Cornett, Resident Engineer
Oregon State Highwat Department
P.O. Box 1991
Troutdale, Oregon

Dear Sir:

Although work has been completed by us since September 16, 1958 on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway, under contract #5089, FAIP # I-248 (16), we have not yet received a final pay estimate on the job.

We realize there was a considerable amount of office work to be done in final determination and summary of this contract, but the three months expired since completion of the construction work should have amply provided the necessary time for these calculations.

We regret the necessity to remind the Highway Department of this obligation, but since the sums due us have not been otherwise forthcoming, we feel impelled to bring the matter to your attention at this time.

We do not feel it unreasonable to expect that the matter be resolved this month, and we solicit your cooperation toward that end.

Yours very truly,

S. W. GROESBECK

H. W. Appel

H. W. Appel, Office Manager

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Form E-1—10M

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OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 24, 1958

Section East Unit, Sundial-Rooster Rock

Kind of work Grading

Highway Col. River County Mult.

Section prefix 26-1095

Contractor S.W. Groesbeck

Contract number 5089

Date of contract Dec. 13, 1957

Specified work days 125

Date work started Dec. 2, 1957

Work days used 84

Project authorization $811,625.23

Exclusive of engineering $753,910.03

Per cent of time elapsed 67 %

Estimated cost of completed project, exclusive of engineering $598,120.00

Estimated per cent overrun or underrun . . . . under 20.6 %

Per cent of contract completed, based on total contract price . . . . %

Engineering authorization . . . . . $ 57,715.60

Engineering cost to date $41,498.33, 72 %

Date project was completed SEPT. 15, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate will be submitted early next week.

Quantities on Borrow excavation were reduced about 71,000 c.y. from original neat figures. The saving on contract items, plus the saving on Engineering Contingencies and other anticipated items amount to approx. $171,000 on this project.

CONSTRUCTION DIVISION
RECEIVED
OCT 28 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Signed Clay M. Cornett

Address Box 1991 Troutdale Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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SEP 30 1958
FOR FILING

I-248(16)

5 [illegible]

September 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 15, 1958, on Contract No. 5089, East Unit, Sundial-Rooster Rock Section in Multnomah County, in connection with Federal Aid Project No. I-80N2(2)15 [I-248(16)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence G. Swenson

DBP:lmw

RECEIVED
JUL 15 1958
FOR FILING

CON MIL 105 7-10-58 114P

G S PAXSON
T C ROAKE

CENTERLINE OF TEMPORARY HAUL STRUCTURE OF CC XXX AT CORBETT STATION CROSSES CS LINE AT CS STATION 747 PLUS 78.5. THIS IS APPROXIMATELY 85 FEET FROM CENTERLINE OF PERMANENT OVERCROSSING STRUCTURE. HAUL BRIDGE EXTENDS 69.5 FEET NORTH AND 90.5 FEET SOUTH OF CS LINE

FILLS TO TEMPORARY HAUL BRIDGE HAV E BEEN REMOVED BUT STRUCTURE IS INTACT. SUBCONTRACTOR HAS BEEN NOTIFIED BY GROESBECK TO REMOVE STRUCTURE.

A V BENEDICT
W

Copy given Mr. Roake Gm

NOTED

RECEIVED
MAY 12 1958
FOR FILING
I 248 (11)
5689

HEAD OFFICE · THE FIRST NATIONAL BANK
OF PORTLAND
S. W. 5th, 6th AVENUES AT STARK STREET • P. O. BOX 3457, PORTLAND 8, OREGON

May 6, 1958

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Dutch:

Thank you for your courteous and detailed response to my letter of April 9 referring to the Frank and Francis Reed right-of-way altercation. It is apparent that my letter to you was premature in view of the information contained in the affidavit of Mr. Jacobson, a copy of which you were kind enough to forward to me. I have been away from Portland since writing the letter, but it seemed at the time that the information which reached the public placed the Highway Commission as well as the contractors in an unfavorable light. I trust that subsequent published statements have clarified the matter, or will when all investigations have been completed.

Although my letter to you was based on heresay, it was not written without an attempt to develop the facts. Before writing to you, I was given the impression that the officer who investigated the situation felt that the elder Mr. Reed had been intentionally "roughed up, and rolled down an embankment." This, combined with the fact that the two Reeds were hospitalized after the incident, gave rise on my part to the conclusion that the elder Mr. Reed had been done bodily harm. It would appear from the affidavit that Mr. Jacobson was within his rights, and that his position is a legal one. Nevertheless, the spectacle of a pair of vigorous construction workers permitting themselves to be drawn into physical conflicts with an octogenarian whose motives were not far different from those of Chief Joseph in his historic retreat across the Snake River, was difficult to reconcile. It is only unfortunate that the likelihood of such reaction on the part of the Reeds could not have been anticipated so that a more orderly solution could have been developed.

I thoroughly understand the Highway Department's position, and the fact that in the course of your work you must proceed in behalf of the public good, even at the expense of individual inconvenience or financial disadvantage. I must confess that my concern may be colored somewhat by recent personal experience with a vigorous man of advanced age. Such men are unreasonable, but they also are brittle. Knowing your own firmness of character, I am prone to believe that you too would do battle with a road crew, after you have passed the 80-year mark, if in your eyes your rights were being violated.

I have not expressed these thoughts to others, nor do I intend to do so. I feel that it may be helpful to you from time to time to understand the thinking of those who are not quite as close to the picture as are the department members who bear the tremendous responsibility for carrying out Oregon's outstanding highway construction and maintenance program.

Sincerely yours,

George

George M. Henderson
Vice President

GMH:eh

RECEIVED
MAY 9 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 14 1958
FOR FILING

53K 1

April 11, 1958

Mr. George M. Henderson
Vice President
The First National Bank
Post Office Box 3457
Portland 8, Oregon

Dear Mr. Henderson:

Receipt is acknowledged of yours of April 9 having reference to the occurrence on the Columbia River Highway between the contractor's foremen and Mr. Frank Reed and his son, Francis Reed. Such occurrences indeed are deplorable, and no one feels more keenly about such a matter than I do. However, I do not believe you have all the proper facts in this case, and I think you should have both sides of the story.

In the first instance, your letter would indicate that you thought Highway Department people were involved and that I should give maximum reprimands, et cetera, to those involved. No Highway Department personnel was in any manner involved, and no Highway employees witnessed the occurence, with the exception that a State Highway inspector happened to pass by during the altercation and he was requested by the contractor's superintendent to report the matter to the Highway office in Troutdale, which he did.

For many months the Highway Department attempted to purchase the additional right of way needed from the Reeds in order to construct the Columbia River Highway to four lanes. The Department was unable to purchase the property by negotiation, and it became necessary to acquire the property by the right of eminent domain. Condemnation proceedings were filed on December 13, 1957 and, under the Oregon laws, the State had immediate entry to the property. As the contractor was working elsewhere on the project, he did not have occasion to enter the property that had been condemned from the Reeds until April 7.

I enclose herewith a copy of an affidavit executed by the contractor's superintendent, and I believe that after reading this affidavit you will determine that the contractor's superintendent took only such action as was necessary to prevent grave physical injury to himself. Mr. Reed, the elder, was not in any way manhandled. He fell down when the hoe was taken from him and later was picked up and removed from a prone position he had taken in front of the bulldozer. He was merely taken up to the road and set down.

I reiterate that I am sorry about this occurrence, but when the Reeds attempted to take the law into their own hands you cannot well blame the contractor's superintendent for protecting himself when he was being struck by hoe handles and clubs and was being attacked with knives.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.
bc Governor Holmes
Mr. Forrest Cooper

AFFIDAVIT:

State of Oregon
ss
County of Multnomah

I, Earl C. Jacobson being first duly sworn depost and say:

That I am the superintendent of construction for S. W. Groesbeck, who was awarded the contract for grading of the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway; that said contract was awarded on December 13, 1957, and the work was started on March 1, 1958. That the contract provides 125 days for completion with penalties to be assessed in the event additional days are needed for the completion of the contract. I reside at 3601 N. E. 109th Avenue Portland, Oregon. That due to the fact that we were working on the westerly end of the project, I did not enter the premises of the Frank Reed property until Monday the 7th day of April 1958. That on that date at about the hour of 2:30 P.M. I went on the premises with a crew for the purpose of bulldozing a road through the premises and making a turn around, so that a proper fill could be located on the premises. That I started to grade the road about 100 feet west of the present road, over which Frank Reed has an easement; that I and my crew had been working about 20 minutes on the property when Frank Reed appeared on the scene, carfying a hoe and a club about five feet long and two inches in diameter at the large end. He was alone, and he asked me what we were going to do on the premises. I advised him that we were going to pioneer a road through there and build a turn around for the purpose of making a fill. At about this time, Francis Reed came up from the boat house, and also asked what we were going to do, and I told him the same. He told us that we could not go on the property, that it was their property, and that we were to get off. I advised both Frank and Francis Reed that the work had to proceed without delay. Frank Reed advised that in that event, he would go to the house for his shot gun, and would use it to prevent us from proceeding with the work. I advised him that he might as well go ahead with his threat, as we were going ahead with the work. At this time, a state employee came by on the highway, and I advised him to report this matter to the Troutdale office.

I requested Francis Reed to move his pickup truck off of the road from where it was parked near the boat landing. He advised that he would not do this. I then told the cat operator, Arthur Long, to go ahead with his bulldozer, and I started to turn around and walk away. Frank Reed then hit me over the head with his hoe, knocking my hat off. Francis Reed picked up the big stick which Frank Reed had dropped, and swung at me and hit me on the shoulder and arm. In order to prevent him from striking me again, I hit him back and knocked him down. He then got up and picked up a large rock, threw it at me and missed. When I approached him again in order to prevent him from taking further action, I saw an open knife in his hand. I grabbed his arm, and kicked his feet out from under him, and we both went down to the ground with myself on top of him. I attempted to get the knife from his hand, as he was slashing at my throat. When I was unable to do this, I yelled for help, and the bulldozer operator, Art Long forcibly took the knife from his hand. Sam Green, another employee of mine, grabbed the hoe from Frank Reed, and as a result, Frank Reed fell down in the roadway. He, at this time, also pulled out his knife, but before he was able to open it, it was taken from him. I again at this time instructed the operator to go ahead with his bulldozing and clearing. Francis Reed then started his pickup truck and parked it in the middle of the easement road. At about this time a lady drove up on the highway in a Plymouth car, who, at the request of Francis Reed drove her car down on the easement road in back of the bulldozer. I told the operator to drive the cat over the side of the embankment where the truck and car was unable to follow, and when he did this, Frank Reed ran down the side of the bank and layed down in front of the bulldozer, and Sam Green and I went down and carried him forcibly up to the highway. When we put him down, he got up and hit Mr. Green in the nose with his fist.

A Deputy Sheriff from Multnomah County appeared at about this time, and I advised him in view of the circumstances, that we would not take further action until such time as we were able to amiably settle the controversy. I, therefore, instructed my men to stop work at this site.

It is my belief that in order to expeditiously perform the him to report this matter to the Troutdale office.

I requested Francis Reed to move his pickup truck off of the road from where it was parked near the boat landing. He advised that he would not do this. I then told the cat operator, Arthur Long, to go ahead with his bulldozer, and I started to turn around and walk away. Frank Reed then hit me over the head with his hoe, knocking my hat off. Francis Reed picked up the big stick which Frank Reed had dropped, and swung at me and hit me on the shoulder and arm. In order to prevent him from striking me again, I hit him back and knocked him down. He then got up and picked up a large rock, threw it at me and missed. When I approached him again in order to prevent him from taking further action, I saw an open knife in his hand. I grabbed his arm, and kicked his feet out from under him, and we both went down to the ground with myself on top of him. I attempted to get the knife from his hand, as he was slashing at my throat. When I was unable to do this, I yelled for help, and the bulldozer operator, Art Long forcibly took the knife from his hand. Sam Green, another employee of mine, grabbed the hoe from Frank Reed, and as a result, Frank Reed fell down in the roadway. He, at this time, also pulled out his knife, but before he was able to open it, it was taken from him. I again at this time instructed the operator to go ahead with his bulldozing and clearing. Francis Reed then started his pickup truck and parked it in the middle of the easement road. At about this time a lady drove up on the highway in a Plymouth car, who, at the request of Francis Reed drove her car down on the easement road in back of the bulldozer. I told the operator to drive the cat over the side of the embankment where the truck and car was unable to follow, and when he did this, Frank Reed ran down the side of the bank and layed down in front of the bulldozer, and Sam Green and I went down and carried him forcibly up to the highway. When we put him down, he got up and hit Mr. Green in the nose with his fist.

A Deputy Sheriff from Multnomah County appeared at about this time, and I advised him in view of the circumstances, that we would not take further action until such time as we were able to amicably settle the controversy. I, therefore, instructed my men to stop work at this site.

It is my belief that in order to expeditiously perform the contract over which I have charge, it is necessary that we have immediate possession of these premises. That any delay will seriously interfere with the orderly prosecution of the work for the reason that proper grading and filling must be accomplished before the regular annual spring rise in the Columbia River. That if this is not done, the work cannot be completed within the time provided for in the contract, or within a reasonable time thereafter. That it is my belief that if I attempt to keep possession of these premises and to perform work on them as required by the contract, that Francis Reed and Frank Reed will do bodily harm to me and/ or my men, and will most certainly create a breach of the peace. That, therefore, I am fearful for the safety of my men, and will not order them to re-enter the premises until such time as I have assurance of their personal safety.

Earl C. Jacobson

Subscribed and sworn to before me this 4 day of April, [illegible]

Notary Public for Oregon

My commission expires April 10, 1961.

HEAD OFFICE · THE FIRST NATIONAL BANK
OF PORTLAND

S. W. 5th, 6th AVENUES AT STARK STREET • P. O. BOX 3457, PORTLAND 8, OREGON

NOTED
W. C. WILLIAMS

April 9, 1958

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Dutch:

I can't think of anything that has incensed me quite as much as the incident which occurred on the Columbia River Highway yesterday. I feel that the persons who took part in the scandalous manhandling of an 84-year old man who was seeking to defend his own property, should be given the maximum reprimands applicable to the circumstances. As for those who actually participated physically, a public beating would be too good for them.

I realize there is little that can be served by this letter except to give vent to my violent feelings in the hope that they will strengthen your own attitude as you meet the situation.

Sincerely yours,

George M. Henderson
eh

George M. Henderson
Vice President

GMH:eh

RECEIVED
APR 11 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 11 1958

FOR FILING

I-24(14)

5051

April 10, 1958

Mr. Robert Clapperton
Attorney at Law
Public Service Building
Portland 4, Oregon

Dear Mr. Clapperton:

Replying to your letter of April 9, 1958 concerning construction of the East Unit of the Sundial-Rooster Rock Section of the Columbia Highway, I wish to say that this contract was awarded to Mr. S. W. Groesbeck, as an individual. His address is P. O. Box 646, Eugene, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

ROBERT CLAPPERTON
ATTORNEY AT LAW
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON
CAPITOL 8-7686

April 9, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Glaisyer:

It is my understanding that the construction of the East Unit of the Sundial Rooster Rock Section of the Columbia River Highway is being carried on by Mr. Groesbeck, of Eugene. I would indeed appreciate your informing me whether the contract entered into by him with the Commission is in his name only as an individual or whether such contractor is a corporation.

With kindest personal regards,

Very truly yours,

Robert Clapperton

RC:aa

RECEIVED
APR 10 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
APR [illegible] 1958
FOR FILING

[illegible]

08:35
[illegible]

April 2, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-248(16), East Unit, Sundial-Rooster Rock Section, Columbia River Highway, State Contract No. 5089. Order for State Force Work-Seeding and Mulching. Estimated total cost $10,525.00, Federal funds $9,472.00

Dear Sir:

We are approving the use of State Force as being in the public interest under the provisions of PPM 21-6.2 for the following reasons:

(1) The contractor on subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

(2) The State has trained men and specialized equipment to perform the work most economically.

(3) Because of the specialized equipment required and the construction methods to be used as described in your letter dated March 3, 1958, the amount of work is considered to be too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

[illegible]

RECEIVED
MAR 1[illegible] 1958
FOR FILING

I [illegible]

5759

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6th, 1958

SUBJECT:

To: Mr. G. S. Paxson
Ass't. State Highway Engineer
Office

Reply is made to your letter of March 5th, application for dolphins on the Columbia River Highway at Corbett.

Construction now under way has destroyed 10 dolphins which were in the river by permit from the Army Engineers. We are taking steps to replace these dolphins.

The fishermen propose to install approximately 7 more dolphins. We have no objection.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR

NOTED
S. PAXSON

RECEIVED
MAR 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 6 - 1958
FOR FILING

I 24 [illegible]

1779

Salem, Oregon
March 5, 1958

Application for dolphins
on Columbia River Highway
at Corbett

Mr. Tom Edwards

Herewith notice of an application for dolphins at Corbett on the Columbia River Highway. Please advise whether we have any objection to this installation.

You will note that they propose to drive the piling through the toe of our embankment. It is my understanding that this was to be riprap and would present considerable difficulty in driving the piling through it.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. A. G. Skelton

U. S. ARMY ENGINEER DISTRICT, PORTLAND
Corps of Engineers
628 Pittock Block
Portland 5, Oregon

NPPKS-4
NPP 800.6(Col.Riv.-Moorages)

February 28, 1958

PUBLIC NOTICE

This notice supersedes and enlarges on a public notice dated January 8, 1958, concerning an application for dolphins in Columbia River at Corbett, Oregon.

* * *

Applications have now been received from the parties listed below for permits to drive piles and dolphins in Columbia River extending upstream 630 feet and downstream 810 feet from the existing Corbett Light at Corbett Station, Oregon.

Columbia River Packers Association
Corbett Drift by Captain C. J. Sworden
Portland Fish Company
Clifford and Frank Reed
W. C. North
Frank G. Bell

These parties request authority to drive a row of single piles 5 feet channelward from the low water line after the new highway fill is completed, and a row of 3-pile dolphins 25 feet channelward from the new low water line over the limits given in the preceding paragraph. According to the plans submitted by the applicants all of the work will be landward from the toe of slope of the new fill.

Maps and plans for the work may be seen in this office.

Letters concerning the effect of the work on navigation are requested from all interested parties, particularly navigation interests and State, Port and other local authorities. Replies to this notice should be mailed to reach this office not later than March 12, 1958.

T. W. RAGSDALE
Chief, Operations Division

RECEIVED
MAR 3 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 6 - 1958
FOR FILING
I-248(16)

5289 08:35

March 4, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-248(16), East Unit,
Sundial-Rooster Rock Section
Order for State Force Work, Repair of
Existing Highway, Haul Road Crossing
Estimated Total Cost $2,000.00
Federal Funds $1,800.00

Dear Sir:

We are approving the use of State Force as being in the public interest for the following reasons:

1. The contractor is neither properly equipped or staffed to perform the work contemplated under the Order.

2. The State has trained men and specialized equipment available in this area to perform the work most economically and expeditiously.

3. The amount of work is too small to warrant a separate contract.

4. The work was listed in the contract special provisions as extra work.

Very truly yours,

C. G. Polk
Division Engineer

original to SHP

RECEIVED
MAR 13 1958
FOR FILING

2-18(1)

317

March 3, 1958

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of February 21 regarding Oregon Project I-[illegible](16), East Unit, Sundial Rooster Rock Section, Order for State Force Work, seeding and mulching.

1. The increase in mulching cost on the East Unit is accounted for by the use of an oil fixative to hold down the mulch. It is not anticipated that oil will be necessary on the West Unit. Our estimated cost of applying oil in conjunction with the application of mulch is $25 per acre.

2. The compaction cost, based on our limited experience, is estimated at $400 per acre. Compaction was not contemplated on the West Unit as provision for topsoiling was made.

We are of the opinion that a satisfactory grass can be established on the sand fills of the East Unit without the addition of topsoil. Wind velocities in this section are extremely high and the danger of excessive wind and water erosion in these sand fills is prevalent. We, therefore, intend to compact the slopes, driving the hay mulch into the sand and finishing off with an additional mulch after seeding. This method has proven successful in the State of California in stopping surface erosion on fill slopes, and was successful on the [illegible] Creek fill here in Oregon. The type of roller developed by California for this compaction treatment has been built at our shops for our use. The roller is used in conjunction with a tractor, or equivalent equipment, and normally is pulled up and down the slopes by means of a cable. No labor charge was included as the equipment operator, whose pay is included in the equipment rental, is the only labor necessary.

3. The wire netting is necessary for two reasons; first, extreme wind velocities in critical areas, and second, as an added protection to grass

on the lower portion of certain fill slopes subject to wave action during high water. A standard chicken wire netting is used. It is placed by hand and held in place with wooden pegs. The equipment charge is necessary to cover the rental of trucks and other seeding and mulching equipment during the placing of the wire netting.

The use of wire netting was found to be the only method of tieing down mulch on the Rooster Rock Interchange area immediately east of the subject project. It is entirely possible that the wire netting will not be used, dependent upon time of completion of the job and the anticipated wind conditions.

Wire netting has also been employed on sections of the Coast Highway to hold down mulch and permit the establishment of grass. An excellent example is on the sand cuts immediately north of Ophir where other normal and less costly means of holding the mulch were unsuccessful. The application of all these methods to control wind and water erosion has proven worthwhile in Oregon.

The second paragraph of your letter is in error as comparable work on the East Unit is $275 per acre versus $250 per acre on the West Unit. The $25 differential is due to the increased cost of mulching, due to an application of oil. Even if you were to take the possible maximum per acre cost the total cost of the East Unit would only be $619.12 per acre.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ia

C
O
P
Y

BUREAU OF PUBLIC ROADS
Division Eight

Salem, Oregon
February 21, 1958
08*35

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-248(16)
East Unit, Sundial Rooster-Rock Section
Order for State Force Work, Seeding and Mulching

Dear Sir:

Reference is made to your letter dated February 11, 1958 and subject Work Order.

We note that the estimated costs, per acre, for this pruject total $2,175.00, while on the companion project (West Unit) the costs per acre total only $250.00.

Before we can act on either, we shall need to be advised, in detail, the reasons for the wide disparity. Please furnish full information on the following points:

1. Increase in mulching cost (4200. instead of $175.)
2. Compacting cost $400. Equipment to be used, why and how it is to be used, why no labor charge is shown in connection with its use, etc.
3. Wire netting - why it is necessary, what type, method of placing, what equipment will be used in placing, etc.

In general you should describe fully the condition the contemplated construction is designed to prevent or correct. It would be helpful to cite instances where you have employed similar methods and what results have been obtained thereby.

Very truly yours,

/s/
C. G. Polk
Division Engineer

RECEIVED
MAR 6 - 1958
FOR FILING
I-248 ([illegible])
5089

NOTED
W. C. WILLIAMS

March 3, 1958

Mr. Thomas J. White
Attorney at Law
1100 Jackson Tower
Portland 5, Oregon

Dear Sir:

Your letter of February 21, addressed to Mr. A. V. Benedict, of Portland, regarding the restoration of destroyed dolphins and electrical system at the Corbett Station fishing area on the Columbia River Highway, was referred to this office for reply.

All work in this area is being done under our federal interstate program in which the government contributes quite heavily in the cost and must necessarily approve all work done. Its attitude quite logically is that any replacement of this material would be in kind only; therefore, we are notifying our division office to proceed with the installation of 30 piling, as this was the number originally in place.

It is assumed from the drawings attached to your letter, that you wish them placed in three-pile dolphins. This will permit the installation of 10 dolphins instead of the 17 as shown on your print. The electrical system to the dolphins will be replaced.

Your mention of provision of minimum parking will be cared for up to the area originally at this location.

I trust that the above will be satisfactory from the standpoint of the fishing people and every attempt will be made to get this in place by April 1, 1958.

Very truly yours,

s/ Forrest Cooper
for W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. G. Skelton

DJB:fp fn

CON MIL 186 2-27-58 811A

D J BARBEE

GENERAL CONSTRUCTION COMPANY GIVE US A QUICK ESTIAMATE OF $2800 FOR FURNISHING AND DRIVING TEN 3-PILE DOLPHINS AT CORBETT STATION. THIS IS BASED ON 70 FOOT PILING ANDINCLUDES A 15 FOOT LIGHT POLE LASHED IN THE CENTER OF THE DOLPHIN.

A V BENEDICT

W

FORM E-30X—37,500—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
February 24, 1958

SUBJECT: Fishermen Facilities,
Corbett Junction Interchange,
Columbia River Highway

To: Mr. Tom Edwards
Construction Engineer
State Highway Departrent
Salem, Oregon

Attention: Mr. D. J. Barbee

On October 24, 1957 I met with some of the Corbett fishermen at Corbett Station and on that date addressed a letter to Mr. Edwards outlining requests made by the fishermen and asking for a statement as to whether we would or would not redirve their existing piling.

On Thursday, February 20th, at the request of Mr. Thomas White, attorney, I again met with the fishermen and Mr. White and listened to a discussion of their problems. I attach hereto a letter addressed to me by Mr. White as a consequence of this meeting and four prints showing arrangement of replacement piling in the river for which the fishermen are now requesting Army Engineers permit. Also attached is a small vellum sketch showing the piling which existing prior to our contractors operations. Many of these have now been cut. My understanding is that the fishermen now request that we replace the piling or dolphins which existed prior to our construction and that they will arrange for additional facilities at their own expense. It seems there was also a 220 volt electric line on short poles attached to the dolphins. Some of this is still in evidence, but the line has been destroyed.

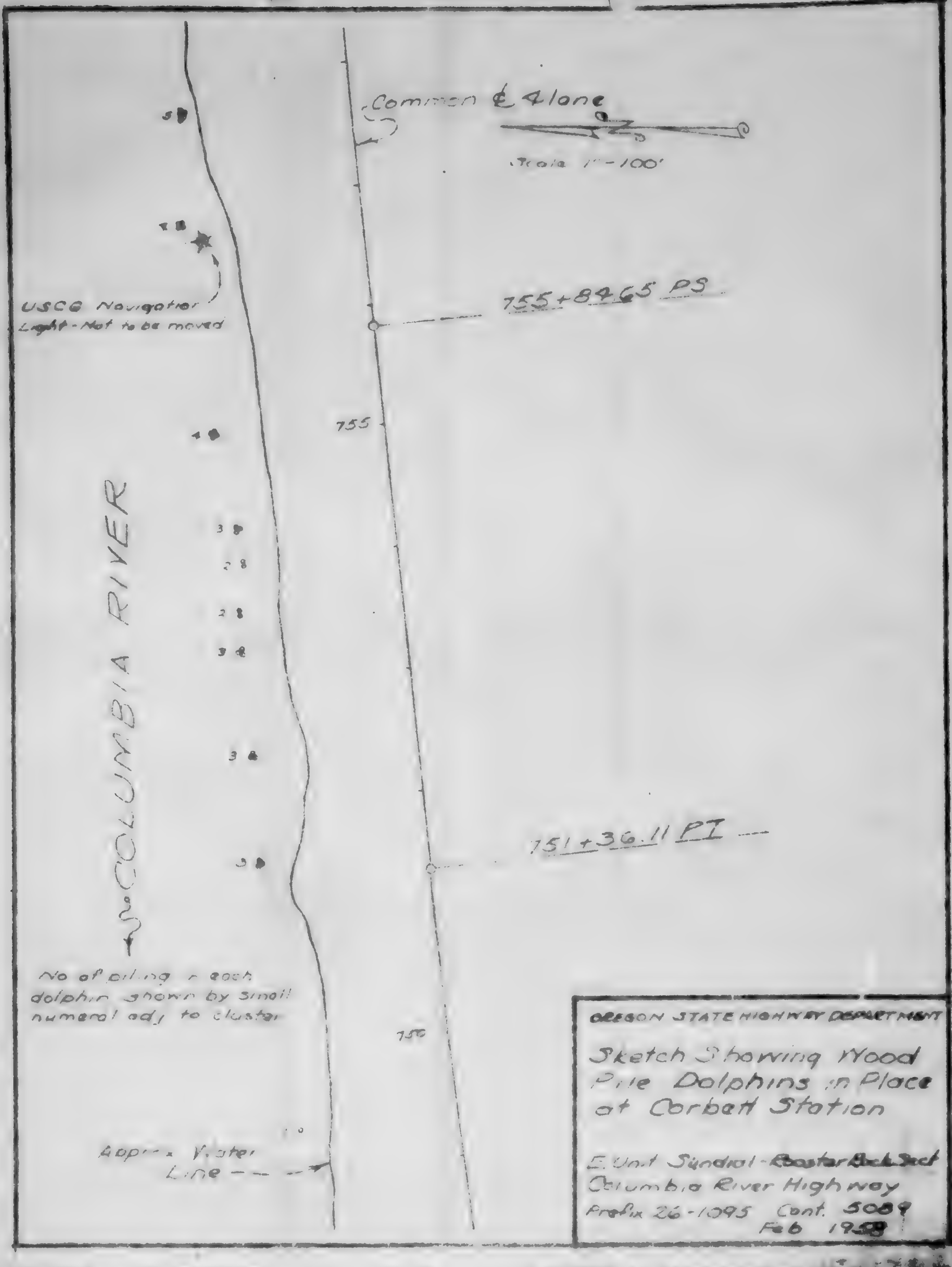
One point brought out at the meeting was the imminence of the commercial fishing season. The fishermen must begin to move their equipment back into the area about April 1st.

A request was also made for additional parking space and for extension of the service road to a point approximating the old fish wheel location. Prior to our original water grade construction, this road was supposed to have served the fish wheel location.

A. V. Benedict
A. V. BENEDICT,
Assistant Division Engineer

CONSTRUCTION DIVISION
RECEIVED
FEB 24 1958

AVB/bd
encs.
cc: Clay Cornett


Common ℄ 4 lane
Scale 1" - 100'
755+84.65 PS
755
751+36.11 PI
750
USCG Navigation Light - Not to be moved
COLUMBIA RIVER
5
7
4
3
2
2
3
3
3
Approx Water Line

No of piling in each dolphin shown by small numeral adj to cluster

OREGON STATE HIGHWAY DEPARTMENT

Sketch Showing Wood Pile Dolphins in Place at Corbett Station

E. Unit Sundial - Rooster Rock Sect
Columbia River Highway
Prefix 26-1095 Cont. 5089
Feb 1958

THOMAS J WHITE
NORMAN F. SUTHERLAND
WILLIAM F. WHITE
RICHARD [illegible]

WHITE, SUTHERLAND AND WHITE
ATTORNEYS AND COUNSELORS AT LAW
[illegible]
[illegible]

February 21, 1958

Mr. A. V. Benedict
State Highway Commission
P. O. Box 4699
Portland 2, Oregon

Dear Mr. Benedict:

I wish to thank you for your prompt attention to the problems of the fishermen of the Corbett Drift and for the courtesy of your recent trip to Corbett to discuss these problems with these fishermen. As we could all realize when examining the present state of the dolphins at the drift, immediate action is needed if these people are to carry on their livelihood during the coming fishing season.

It is my purpose to remind you that the problem at Corbett is really threefold in nature, involving (1) restoration of the destroyed dolphins, (2) restoration of an electrical system among the dolphins, (3) and provision of minimum parking for the fishermen while they are tending their nets. But, of major importance and of the most pressing need is the restoration of the dolphins by either driving new pilings or relocation of those existing, which it is hoped can be accomplished by April 1, 1958. This need is made exceedingly pressing and of vital importance because of the close proximity of the fishing season. Without some means of securing their scows and equipment at this location, the economic effect on the fishermen of the Corbett Drift will be disastrous since it appears to be the only one available.

I have enclosed five copies of the drawings presented to the Corps of Army Engineers with the applications for permits to relocate the dolphins. In view of our recent trip to the site and of our meeting with the fishermen concerned, I feel that these drawings are self explanatory, but if you have questions, please feel free to call.

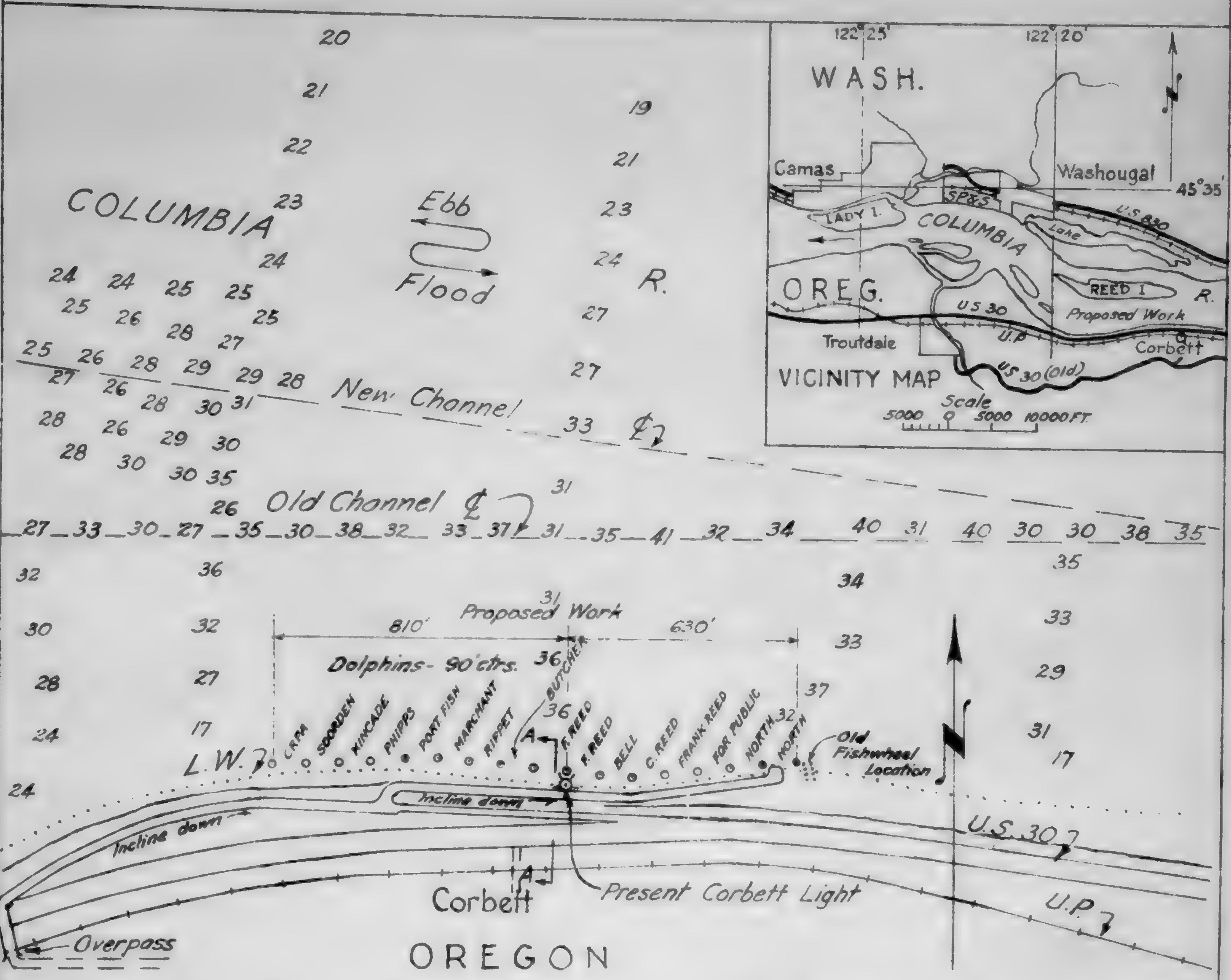
Thanking you again for your courtesy in this matter, I remain,

Very truly yours,
WHITE, SUTHERLAND AND WHITE

THOMAS J. WHITE

TJW:jr
Enclosures

RECEIVED
DIVISION ENGINEER
DIVISION NO. 1


COLUMBIA
R.
Ebb
Flood
New Channel ℄
Old Channel ℄
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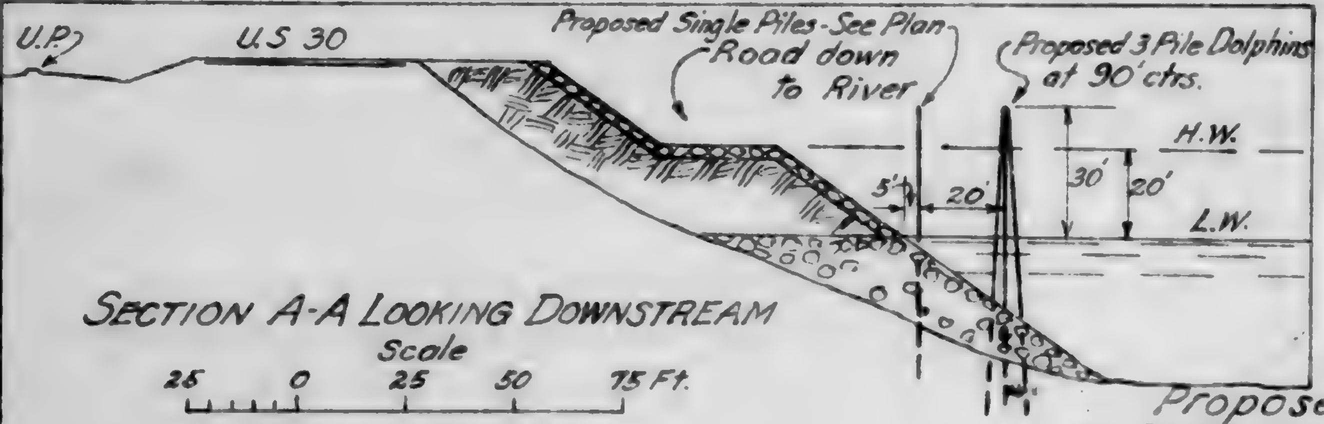
17
Proposed Work
810'
630'
31
36
36
Dolphins - 90' ctrs.
CRPA
SOORDEN
KINCADE
PHIPPS
PORT FISH
MARCHANT
RIPPET
BUTCHER
F. REED
F. REED
BELL
C. REED
FRANK REED
FOR PUBLIC
NORTH
32
NORTH
A
A
L.W.
Old Fishwheel Location
Incline down
Incline down
U.S. 30
U.P.
Present Corbett Light
Corbett
Overpass
OREGON
122°25'
122°20'
WASH.
Camas
Washougal
45°35'
SP&S
LADY I.
COLUMBIA
Lake
U.S. 830
OREG.
REED I.
R.
US 30
Proposed Work
Troutdale
U.P.
Corbett
US 30 (old)
VICINITY MAP
Scale
5000 0 5000 10000 FT.

Soundings are in feet and refer to low water
No harbor lines established

Scale in Feet
500 0 500


U.P.
U.S 30
Proposed Single Piles - See Plan
Road down to River
Proposed 3 Pile Dolphins at 90' ctrs.
H.W.
L.W.
5'
20'
30'
20'

SECTION A-A LOOKING DOWNSTREAM
Scale
25 0 25 50 75 Ft.

Proposed Dolphins
in Columbia River at Corbett
Multnomah County, Oregon
Application by

1958

CONSTRUCTION DIVISION
RECEIVED

NOTED ☐☐☐☐☐

FORM E-90X—27,500—2-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 24th, 1957

SUBJECT: Corbett Junction Interchange
Columbia River Highway

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

At the request of Mr. Tournacliff of the Portland Fish Company, I met with some of the commercial fishermen today at Corbett Station. They asked to have our construction plans explained to them. Assisted by Bruce Boyd, I explained the interchange plan, showed them where the structure would be, and how the access road would serve their moorages.

The commercial fishermen at this point are primarily interested in replacement of their mooring dolphins by the state. These have been installed under permit from the Army Engineers. Our bid proposal makes no provision for these, except that the contractor is to cut the piling. Can I assure the fishermen that the dolphins will be replaced?

The fishermen also complain of lack of parking space on or near their ramp. They claim that 16 fishing outfits operate out of Corbett during the season, and that shift changes make space for twice that number of cars necessary.

The fishermen also asked for a pedestrian underpass between their ramp and the settlement at Corbett Station. The ~~ramp~~ underpass would ~~be to~~ serve the moorage for use of the commercial fishermen and general river traffic. It was pointed out that Corbett has the only telephone for miles that is available to river traffic, and the only gasoline. Both commercial and recreational traffic make frequent use of this emergency service. The commercial fishermen eat at Corbett Station between drifts, and claim that a large number of sport boats also stop. Pick up boats of the Portland Fish Company and the Columbia River Packers Association make regular calls during the fishing season, and all patronize the Corbett Station restaurants. It is claimed that the roadway across the over-crossing and back into Corbett Station is too far to walk, and that pedestrians are going to try to cross the highwqy instead. Only the fishermen operating out of Corbett would have access to cars.

Mr. Francis Reed was in the group present, and we went up to Reeds Landing with him, where I explained as nearly as I could, the extent of our embankments at that point. He states that a right of way agent has made a preliminary contact with him, but has not been back. He is quite unhappy about loss of his sheltered moorage, which is claimed to be the only place for miles where a boat is safe through the winter.

AVBenedict
A. V. Benedict
Assistant Division Engineer

A. V. B.:w
cc: Clay Cornett
S. W. Mayhew

RECEIVED
FEB 25 1958
FOR FILING

[illegible]

5059

February 21, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 290 covering repairing highway surfacing at grade crossing on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5059, in connection with Federal Aid Project No. I-2-2(16).

Materials for the new two lanes of the highway, obtained from the Corbett Quarry, will have to be hauled across the existing travel lanes. It is in the public interest to keep the travel lanes in repair by state forces during grading operations. The contractor does not have paving equipment on this job. It would be necessary for him to have equipment on stand-by time. The state maintenance repair crew can be used as necessary at much reduced cost. This method was anticipated in setting up the contract. The amount is too small to be done economically by separate contract.

The total amount of this order is estimated at $2,000. with federal participation of $1,800.

Your approval of this order under the provisions of PPM-21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:er

RECEIVED
FEB 25 1958
FOR FILING

I-248(16)
08:35
50F9

February 21, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-248(16)
East Unit, Sundial Rooster-Rock Section
Order for State Force Work, seeding and mulching

Dear Sir:

Reference is made to your letter dated February 11, 1958 and subject Work Order.

We note that the estimated costs, per acre, for this project total $2,175.00, while on the companion project (West Unit) the costs per acre total only $250.00.

Before we can act on either, we shall need to be advised, in detail, the reasons for the wide disparity. Please furnish full information on the following points:

1. Increase in mulching cost ($200. instead of $175.)

2. Compacting cost $400. Equipment to be used, why and how it is to be used, why no labor charge is shown in connection with its use, etc.

3. Wire netting - why it is necessary, what type, method of placing, what equipment will be used in placing, etc.

In general you should describe fully the condition the contemplated construction is designed to prevent or correct. It would be helpful to cite instances where you have employed similar methods and what results have been obtained thereby.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

Cy to EWP

RECEIVED
[illegible] 1958
FOR FILING
I. 248(16)
5089

FORM E-30X—37,500—8-57—6884

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

~~February 20, 1958~~

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The sub-contract between S. W. Groesbeck and Hannon Brothers covering the construction of the haul bridge at Corbett Station on the E. Unit, Sundial-Rooster Rock Section of the Columbia River Highway Contract, No. 5089, Oregon I-248 (16) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

The sub-contract does not give a bid item but it is part of the required work of the contract. This is the first sub-contract on the project amounting to $13,900 or 2% of the contract amount.

NOTED

RECEIVED
FEB 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING
I 2-1(16)
5089

FORM E-30X

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
February 20, 1958

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The sub-contract between S. W. Groesbeck and Hannon Brothers covering the construction of the haul bridge at Corbett Station on the E. Unit, Sundial-Rooster Rock Section of the Columbia River Highway Contract, No. 5089, Oregon I-248 (16) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

The sub-contract does not give a bid item but it is part of the required work of the contract. This is the first sub-contract on the project amounting to $13,900 or 2% of the contract amount.

NOTED

RECEIVED
FEB 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 17 1958
FOR FILING

I-2[illegible]-1

5089

February 11, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-238 covering seeding and mulching on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5089, in connection with Federal Aid Project No. I-24[illegible](16).

This work is necessary to control erosion on cut and fill slopes, and is an anticipated item of the contract. The contractor is not equipped to do this work, while the state has the necessary special equipment operated by experienced crews to do the work more economically than by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM-21-6.3 is requested.

The total amount of the order is $10,525.00 with federal participation of $9,472.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

for Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

NOTED
FORREST COOPER

RECEIVED
JAN 23 1958
FOR FILING

5089

January 21, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-238 covering seeding and mulching on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5089, in connection with Federal Aid Project No. I-2[illegible](16).

This work is necessary to control erosion on cut and fill slopes, and is an anticipated item of the contract. The contractor is not equipped to do this work, while the state has the necessary special equipment operated by experienced crews to do the work more economically than by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM-21-6.3 is requested.

The total amount of the order is $3,000.00 with federal participation of $2,700.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
JAN 23 1958
FOR FILING

I-248(16)

[illegible]

January 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering salvaging guardrail on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5089, in connection with Federal Aid Project No. I-248(16).

It is necessary to remove guardrail, which was installed under a former contract, to clear for the four lane construction. The guardrail is to be salvaged for use later.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmr

RECEIVED
JAN 16 1958

FOR FILING

I-248(16)

5089

January 15, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the state's share of flagging costs on the East Unit, Sandial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5089, in connection with Federal Aid Project No. I-248(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
JAN 15 1958
FOR FILING

January 14, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering shaping and levelling dredged materials on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5089, in connection with Federal Aid Project No. I-248(16).

During dredging operations by the Army Engineers, materials were placed adjacent to the existing highway and along the river. It is necessary to shape and level this dredged material before rock slope protection, as called for in the plans, can be placed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

RECEIVED
JAN 6 - 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

5089

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Jan. 6, 1958

Mr. S. W. Groesbeck
P. O. Box 646
Eugene, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5089, awarded Dec. 13, 1957, for grading on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

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JAN 6 - 1958
FOR FILING
[illegible]
[illegible]

January 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 2, 1957, on Contract No. 5089, East Unit, Sundial-Rooster Rock Section, in Multnomah County, in connection with Federal Aid Project No. I-248(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

RECEIVED
DEC 18 1957
FOR FILING

I-245(16)

5089

December 17, 1957

230

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Attention: Mr. T. W. Ragsdale, Chief
Construction & Operations Division

Dear Sir:

I am enclosing cross sections showing the encroachment in the river of our embankment in the neighborhood of Corbett. These cross sections are at the following four points: stations 746+00, 751+71, 753+00, and 756+00. If these are not adequate for your purpose, please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 13, 1957

SUBJECT: East Unit, Sun Dial-Rooster Rock
Section, 26-1095

To: Mr. Frank L. Hall
Chief Designer
State Highway Department
Salem, Oregon

NOTED
F. L. Hall

Herewith several plotted sections in the vicinity of Corbett Station Interchange on the Columbia River Highway showing encroachment of our embankments into the river.

This is information which you requested on December 10th, for Mr. Paxson's reply to the U. S. Army Engineers. The sections furnished are not on the exact stations requested, but show maximum encroachments into the river and will, I believe, supply the requested information.

A. V. Benedict
A. V. BENEDICT,
Assistant Division Engineer

AVB/bd
enc.
cc: Tom Edwards
Clay Cornett

Salem, Oregon
December 10, 1957

East Unit, Sundial-Rooster Rock

Mr. A. G. Skelton
Division Engineer
Box 4699, Sellwood Station
Portland 2, Oregon

Attached is a copy of a letter from the U. S. Army Engineers requesting additional information on our encroachment on the river channel near Corbett.

Mr. Paxson requested through this office that he be furnished with this information so that he can answer their letter. Cross sections for the project have been sent out to the field. Please have cross sections taken at the two locations requested, Sta. 751+77.19 and 755+92.47, and return them through this office so that I may give them to Mr. Paxson.

Frank L. Hall
Chief Designer

FLH:bb

cc: Tom Edwards

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

October 29, 1957

NPP 800.6(Col.Riv.-Fills)-9.

PLEASE RETURN TO
G. S. PAXSON

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. G. S. Paxson, Assistant State Highway Engineer

Gentlemen:

Permits for piling and dolphins in Columbia River at Corbett have been issued to fishing interests over a period of years. A recent inquiry revealed that these parties will request approval for moving their installations channelward a distance equal to that of the proposed new highway fill approved by the permit issued October 2, 1957.

The plans approved for the highway fill show two typical sections but neither is at the location of the installations in question. Since the navigation channel is close to the Oregon shore at Corbett, this office is concerned with the probable need for requiring adequate protection for the fishing facilities to prevent damage from wave wash by passing vessels.

If you can furnish sections for highway stations 751+77.19 and 755+92.47 where the greater encroachments in this area appear to be, it will be of material assistance to this office.

Very truly yours,

T W Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
OCT 30 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 10 1958
FOR FILING

5089

December 13, 1957

Mr. Stewart W. Groesbeck
2387 Alder Street
Eugene, Oregon

Dear Mr. Groesbeck:

The State Highway Commission on October 31, 1957, accepted your proposal for grading on the East Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County for the sum of $689,443 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5089.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 13, 1957

Stewart W. Groesbeck
2387 Alder Street
Eugene, Oregon

Contract for grading, East Unit, Sundial-Rooster Rock Section of Columbia River Highway, Multnomah County for which you submitted low bid on October 31, 1957, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

RECEIVED
DEC 17 1957
FOR FILING
OREGON DISTRICT
[illegible]
5089
08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 13, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your memorandum of today advising that all rights of entry have been acquired for Oregon Project I-248(16), East Unit, Sundial-Rooster Rock Section of the Columbia River Highway, we hereby concur as of this date in award of Contract No. 5089 to S. W. Groesbeck of Eugene, Oregon, low bidder in the amount of $689,445.00 at the October 31, 1957 bid opening.

Very truly yours,

C. G. Polk

C. G. Polk
Division Engineer

RECEIVED
DEC 16 1957
FOR FILING

I-[illegible]

5089

December 13, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the East Unit of the Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Project I-248(16), to S. W. Groesbeck of Eugene, Oregon, on the basis of the bid of $689,445.00 submitted on October 31, 1957.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:ia

RECEIVED
NOV 14 1957
FOR FILING

November 14, 1957

Honorable Robert D. Holmes
Governor of Oregon
State Capitol Building
Salem, Oregon

Dear Governor Holmes:

In reply to your recent inquiry relative to the Frank H. Reed property on the Columbia River Highway a short distance easterly from Corbett, I submit the following:

In November of 1938, the State Highway Department purchased from Frank H. and Minnie Reed 3.82 acres for a consideration of $11,000. This acquisition consisted of all of the Reed property that lies between the Union Pacific Railroad and the Columbia River. As part of the right-of-way settlement the Highway Department granted back to the Reeds an easement for the right to use the river, and a particular area that is outlined in blue on the attached map, for the personal use of the Reeds to moor logs and floats, and for the care of fish nets, and for the driving of such piling below the mean low water line as may be necessary, and for such other uses as may be personal to the Reeds and members of their family. Nothing in this easement authorizes or permits the Reeds, their heirs or assigns, to use the area for commercial purposes other than commercial fishing, and the commercial fishing is not to be carried on by any person other than the Reeds or members of the Reed family. The easement also states that the term or expression "commercial fishing" shall not be construed to include the processing or canning of fish or the resale of fish purchased from others.

As you undoubtedly know, the Highway Commission is now in the process of converting the Columbia River Highway to a freeway. It is necessary to do this to conform to interstate highway standards and make the construction of this facility eligible for interstate federal highway funds. If the Reeds were permitted to continue using this easement area, an access would be required that will be in violation of interstate standards. The Highway Commission therefore feels that it is in the public interest to purchase the Reed easement. This Department has had the value of the easement appraised by a competent, independent appraiser, and we have attempted to negotiate a purchase based on this appraiser's idea of value. So far the Reeds have resisted this proposed acquisition, and it appears that it will be necessary to file condemnation action in order to clear the property for contracting.

At Corbett Station, which is approximately one mile westerly from the Reed property, the Highway Commission plans to construct a traffic interchange. This interchange will connect to a roadway that leads to the water's edge. This roadway will be open to the public and can be used by anyone desiring to moor or launch boats or equipment used for fishing. It occurs to us that, because of the nearness of this facility to the Reeds' property, their fishing activities should not be seriously hampered.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Forrest Cooper
Mr. R. L. Porter

RLP:ih fn

ROBERT D. HOLMES
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

November 8, 1957

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Engineer
State Highway Building

Dear Dutch:

Francis Reed of Corbett, Oregon, visited with the Governor concerning present road construction in that area which will eliminate a mooring area for gil-net fishermen upon its completion.

The Governor would appreciate full statistics on this at your convenience and what the future prospects might be.

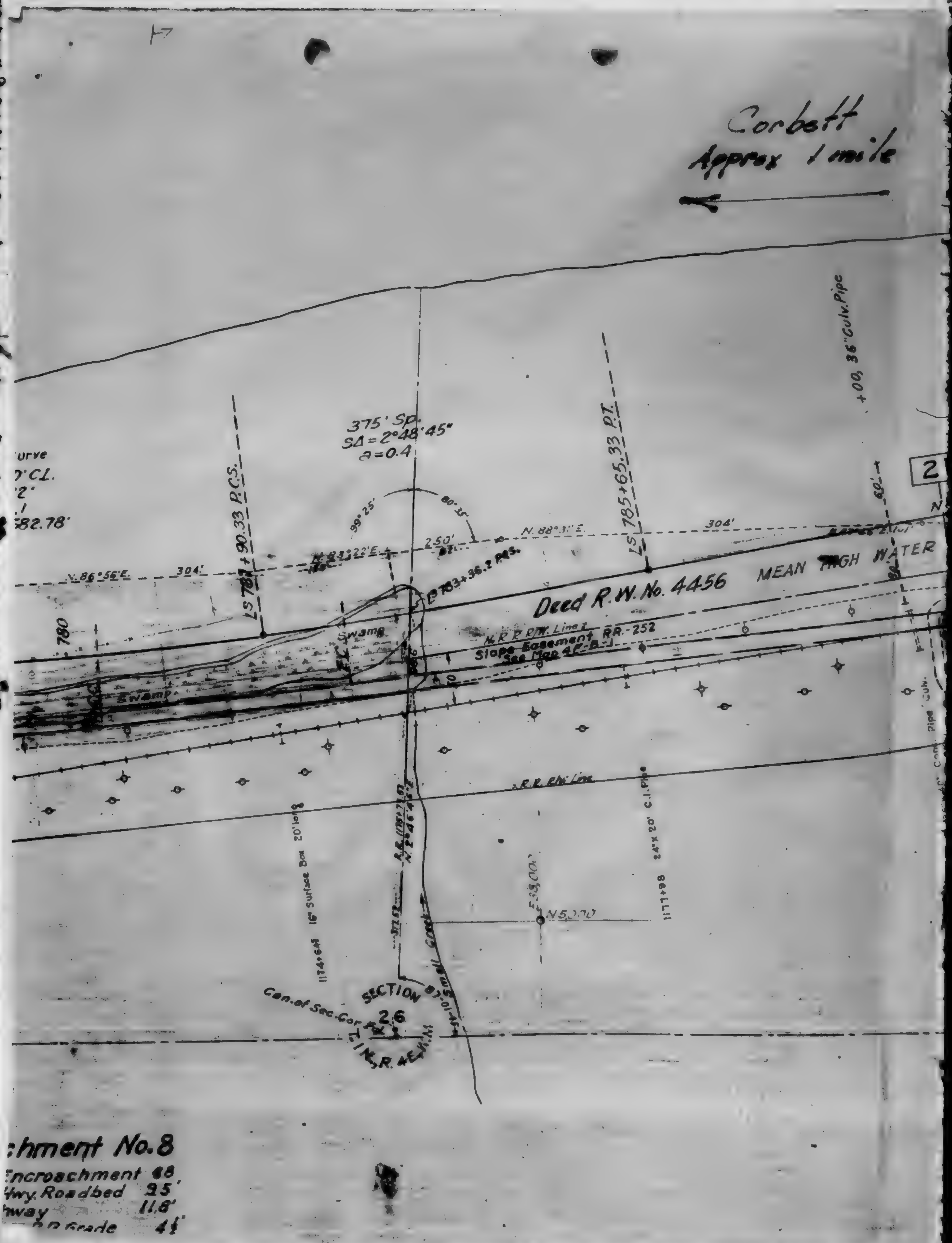
Sincerely,

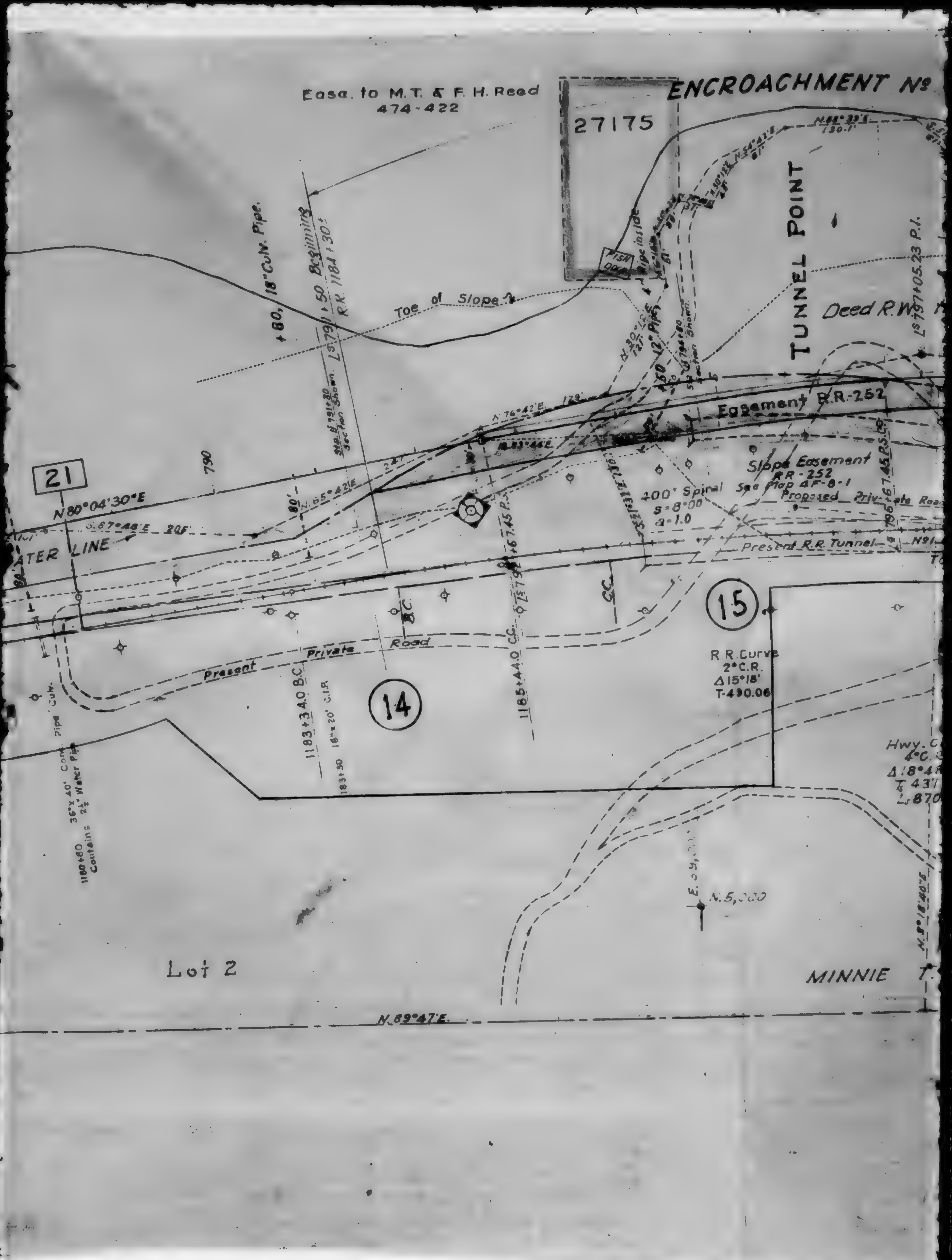
Harry

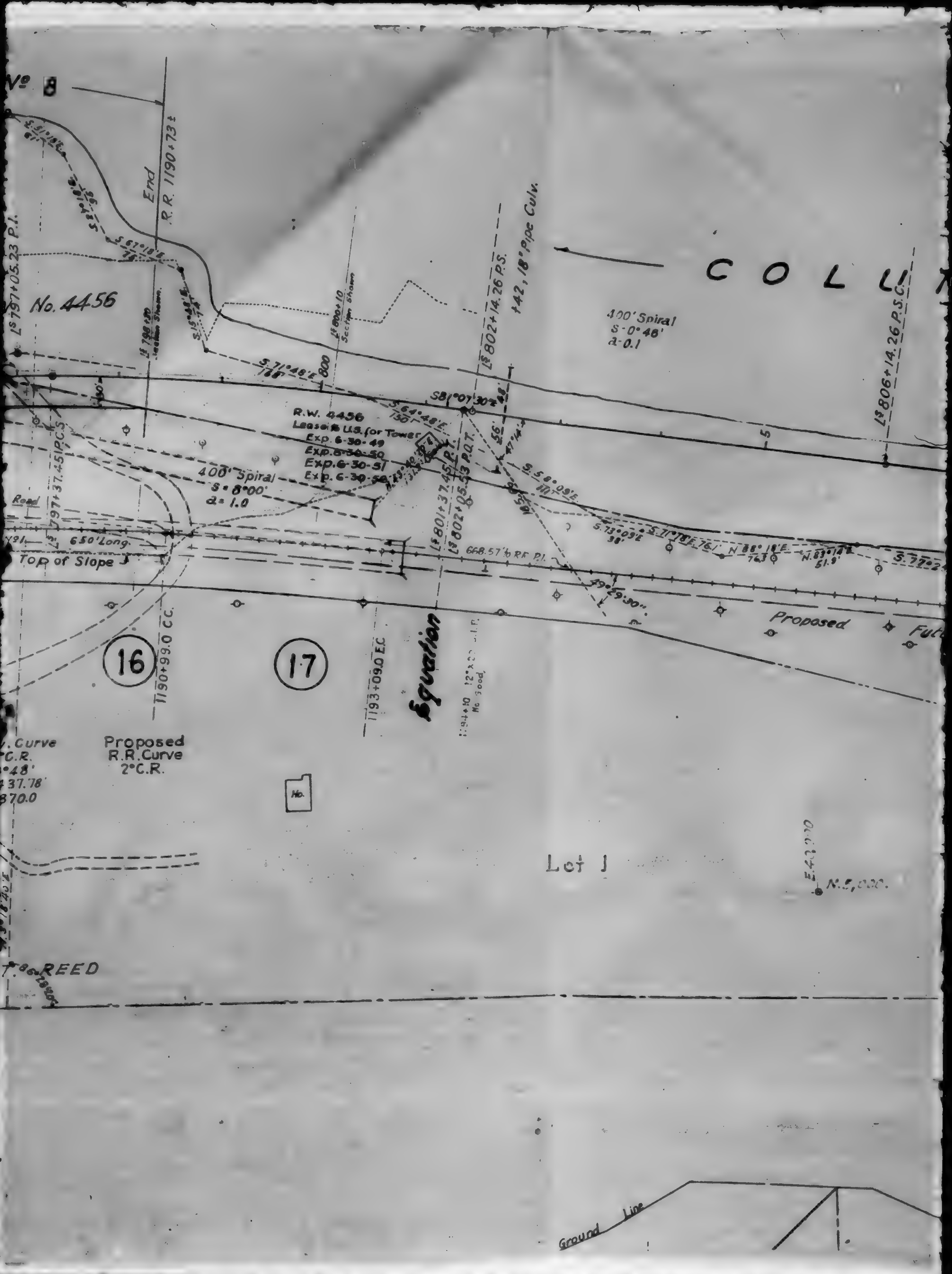
Harry R. Swanson, Jr.
Executive Assistant

HRS ib

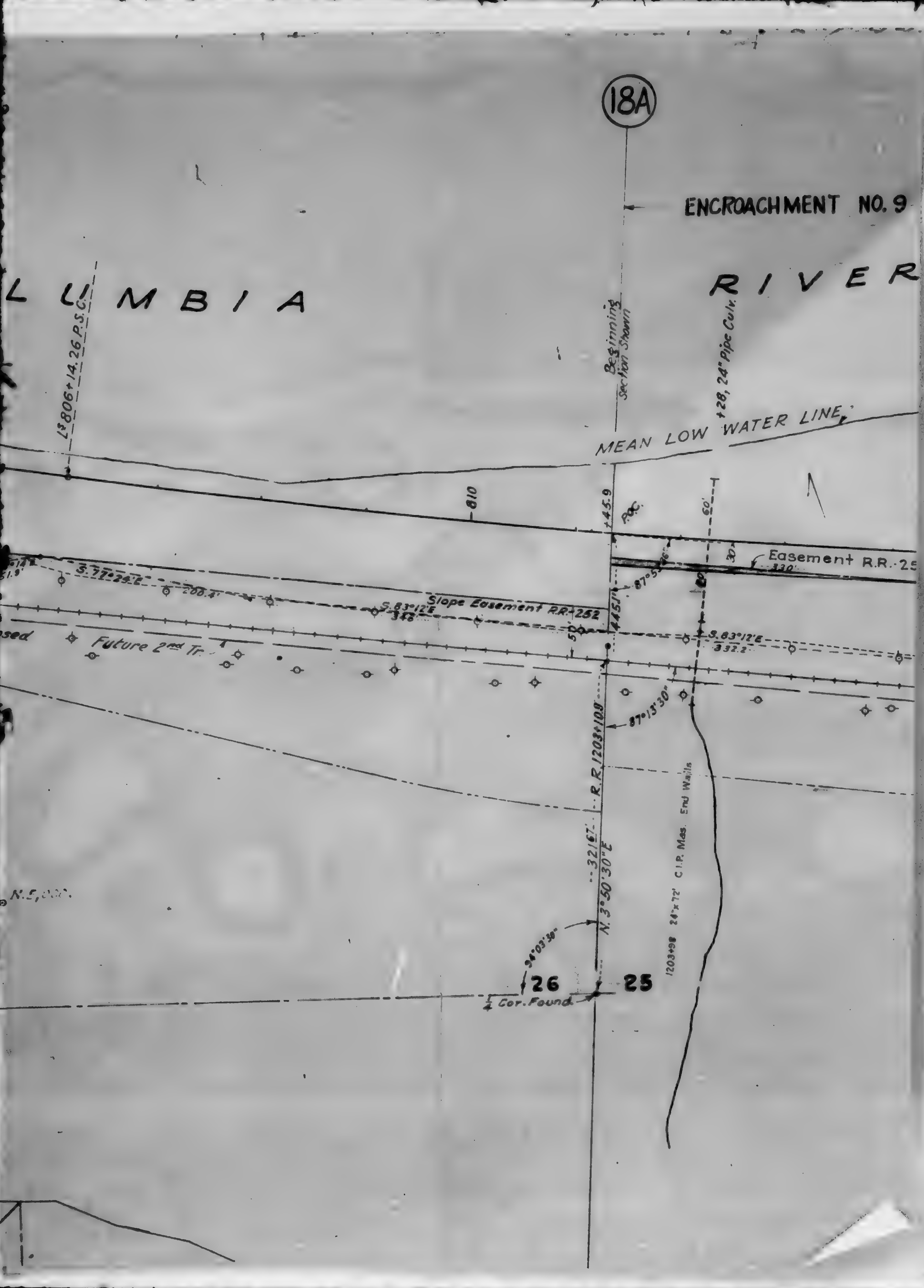
RECEIVED
NOV 12 1957
OREGON
STATE HIGHWAY COMMISSION


Corbett
Approx 1 mile
+00, 36" Culv. Pipe
375' Sp.
SΔ=2°48'45"
a=0.4
urve
'CL.
'2'
.1
582.78'
LS 787+90.33 P.C.S.
LS 785+65.33 P.T.
99°25'
80°35'
N. 86°56'E.
304'
N. 83°22'E.
250'
N. 88°31'E.
304'
783+36.2 P.S.
MEAN HIGH WATER
Deed R.W. No. 4456
780
Swamp
N.R.R. R/W. Line
Slope Easement RR.-252
See Map 4F-B-1
Swamp
R.R. R/W. Line
16" Surface Box 20' long
1174+68
N.2°46'E.
24"x 20' C.I. Pipe
1177+98
N5,220
E33,00
Small Creek
SECTION
26
Cor. of Sec. Cor.
T.1N., R.4E.W.M.
2
chment No.8
Encroachment 68
Hwy. Roadbed 25'
hway 11.8'
R.R. Grade 4½'


Ease. to M.T. & F.H. Reed
474-422
ENCROACHMENT No
27175
FISH DOCK
N.88°39'E
130.1'
TUNNEL POINT
Pipe inside
12" Pipes
Toe of Slope
+80, 18" Culv. Pipe.
1+50 Beginning
R.R. 1184+30±
Sta. LS 791+30 Section Shown
Deed R.W.
LS 797+05.23 P.I.
Easement R.R.-252
Slope Easement
RR-252
400' Spiral See Map 4F-8-1
s=8°00
a=1.0
Proposed Private Road
Present R.R. Tunnel
790
21
N80°04'30"E
S.87°48'E 205'
ATER LINE
N.65°42'E
N.76°42'E 129'
N.83°44'E
80'
LS 796+67.45 P.S.C.
LS 79 +67.45 P.S.
B.C.
C.C.
15
R.R. Curve
2°C.R.
Δ15°18'
T-490.06
Hwy. C
4°C.
Δ18°48
T 43
Ls 870
Present Private Road
14
1183+34.0 B.C.
18"x20' C.I.P.
1183+50
1185+44.0 C.C.
1180+80 36"x40' Conc. Pipe Culv.
Contains 2½" Water Pipe
N.5,000
E.
Lot 2
MINNIE T.
N.5°18'40"E
N.89°47'E.



Nº 8
End R.R. 1190+73±
L⁸797+05.23 P.I.
No. 4456
L⁸798+00 Section Shown
L⁸800+10 Section Shown
L⁸802+14.26 P.S.
+42, 18" Pipe Culv.
COLU
400' Spiral
S-0°46'
a-0.1
L⁸806+14.26 P.S.C.
S.71°46'E 188'
800
S.64°48'E 150'
S81°07'30"E
R.W. 4456
Lease to U.S. for Tower
Exp. 6-30-49
Exp. 6-30-50
Exp. 6-30-51
Exp. 6-30-52
L⁸797+37.45 P.C.S.
400' Spiral
S=8°00'
a=1.0
L⁸801+37.45 P.I.
L⁸802+05.23 P.O.T.
S.58°09'E
S.73°09'E 38'
S.71°18'E 76.1'
N.86°18'E 76.3
N.89°14'E 51.9'
S.72°2
Road
650' Long.
Top of Slope
668.57' to R.F. P.I.
49°29'30"
Proposed
Fut
16
17
1190+99.0 C.C.
1193+09.0 E.C.
Equation
1194+10 12"x22 LLP No Good
Curve
C.R.
°48'
37.78
870.0
Proposed
R.R. Curve
2°C.R.
Ho.
Lot 1
E.42,000
N.5,000.
REED
Ground Line


18A
ENCROACHMENT NO. 9
LUMBIA
RIVER
L³806+14.26 P.S.C.
Beginning Section Shown
+28, 24" Pipe Culv.
MEAN LOW WATER LINE
810
+45.9
P.O.C.
60'
30'
Easement R.R.-25
330'
87°5
36'
51.9'
S.77°24'E
200.4'
Slope Easement R.R.-252
S.83°12'E
346'
445'
50'
S.83°12'E
332.2'
osed
Future 2nd Tr.
87°13'30"
R.R. 1203+10.9
32'67'
N. 3°50'30"E
94°03'30"
1203+98 24"x72' C.I.P. Mas. End Walls
N.5,000
26
25
¼ Cor. Found

FORM E-123X 37½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER,
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
OCT [illegible] 1957
FOR FILING
5127

October 24, 1957

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
Power Line Adjustment
East Unit, Sundial-Rooster Rock
Columbia River Highway
Multnomah County

Gentlemen:

Bids on the above titled project will be received on October 31, 1957, and it appears that certain of your facilities must be adjusted in order to accommodate the highway construction. The work to be done has been given to me as follows:

A pole on the northerly side of the existing highway near Station 755+22 must be moved. This pole was placed on State highway right of way under the terms of Permit No. 4783, dated March 13, 1956, so that it will be your obligation to make the necessary adjustment without reimbursement.

A power line along the southerly side of the existing highway between Stations 817 and 877 must be moved. This line was constructed for the purpose of providing service to Rooster Rock State Park, and illumination of the highway interchange. This line was constructed under the terms of Permit No. 4906, dated September 14, 1956, so that it will be your obligation to make the necessary adjustment without reimbursement.

There is a service drop crossing the highway at Tunnel Point, near Station 794, which must be adjusted due to the widening of the fill. The facts are vague regarding this crossing, and we do not know whether it is your line or not. It seems probable that the Highway Commission will acquire all private interests on the northerly side of the highway at this location so the probabilities are that the power line crossing will be entirely eliminated.

Further details may be secured from Mr. Robert L. Ewen, Box 1991, Troutdale, who is resident engineer on the project.

Very truly yours,

NOTED
FORREST COOPER

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. A. G. Skelton
Mr. Robert T. Ewen
Mr. F. W. Farrar

RECEIVED
OCT 24 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 23 1957
FOR FILING

October 22, 1957

Mr. J. A. Bunjer
Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha 2, Nebraska

Dear Sir:

The purpose of this letter is to request the Union Pacific Railroad Company's concurrence in our proposal to reconstruct the Columbia River Highway to a four-lane standard at Tunnel Point westerly of Rowena Station.

The proposal, which was discussed with you by Mr. Cooper and Mr. Edwards on October 15 on a recent trip to Portland, is as follows: The Highway Department would rebuild the road in accordance with the plan and cross section shown on the encroachment map, a copy of which was handed to you by Mr. Cooper and seven copies of which are transmitted under separate cover. In addition to the details shown on the map, I give you the following information:

Widening of the Union Pacific Railroad's roadbed on the river or northerly side, using suitable rock material, will be done as a part of the contract. It is our request that the railroad track in its present location be left until such time as this section is double-tracked, at which time the State would compensate the Railroad Company for any additional cost made necessary by shifting of the tracks at the transition area on each end of the revision. The material for widening the railroad fill would be hauled across at grade at some suitable point acceptable to the Railroad Company with, of course, adequate protective measures taken to insure safety to Union Pacific's operations. I might tentatively suggest a crossing in the area of Railroad Stationing 1830 to 1835. This is subject to any variation that you might wish. A single plank crossing 40 or 50 feet wide would be adequate. A standard highway guardrail would be built as indicated on the cross section from about Highway Station 1783 to about Highway Station 1835. Adequate clauses protecting the Railroad Company would be included in our contract with, of course, the necessary insurance as approved by the Railroad Company.

If you wish any additional data, we shall be glad to supply it. This matter is presented for your consideration.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:fn hi

OREGON S

ENCROACHMEN

ROWENA
COLUMB

Scale: 1" = 10

OREGON STATE HIGHWAY DEPARTMENT

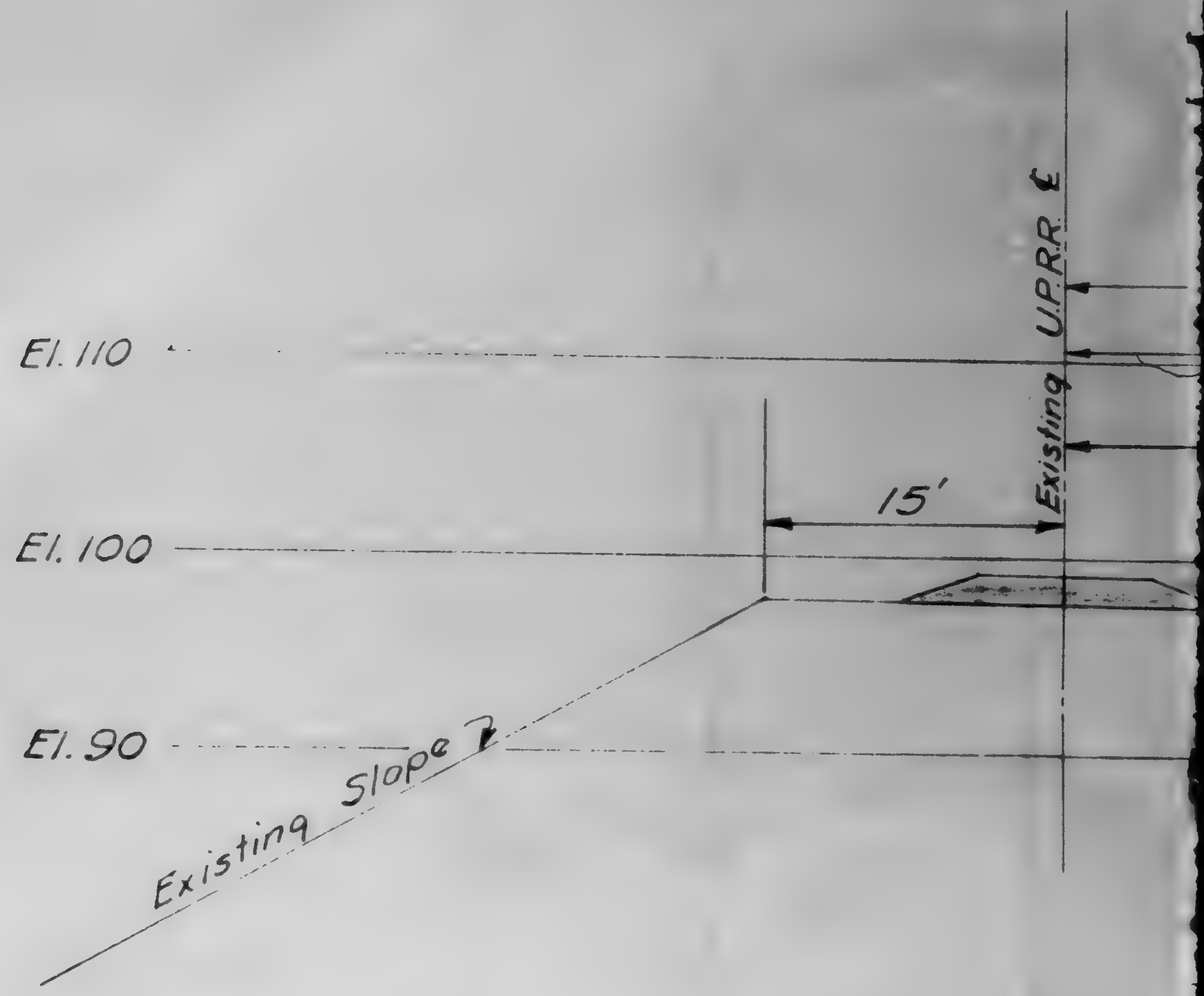
Located Line

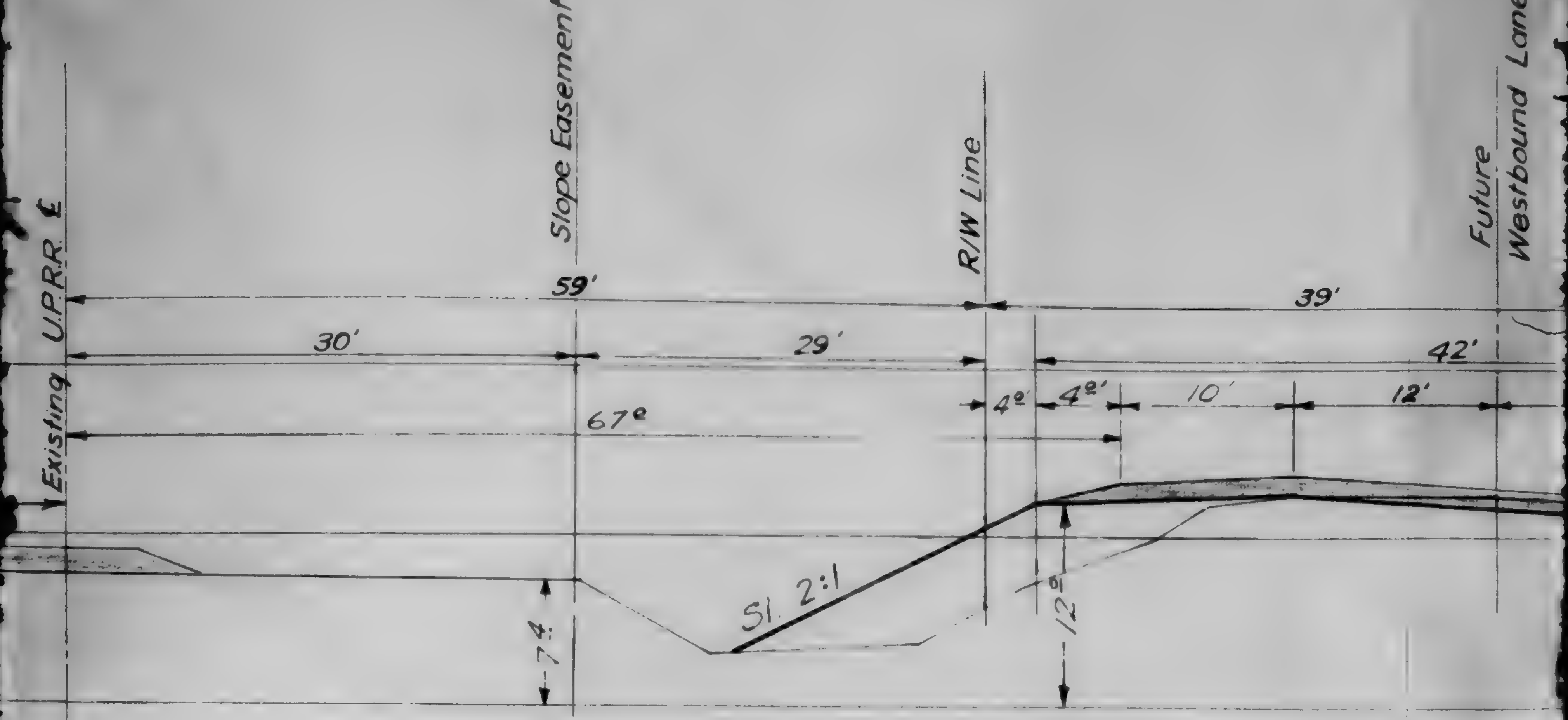
HMENT ON U.P.R.R. PROPERTY

OWENA TUNNEL SECTION
OLUMBIA RIVER HIGHWAY

ale: 1" = 100'   Sept., 1957

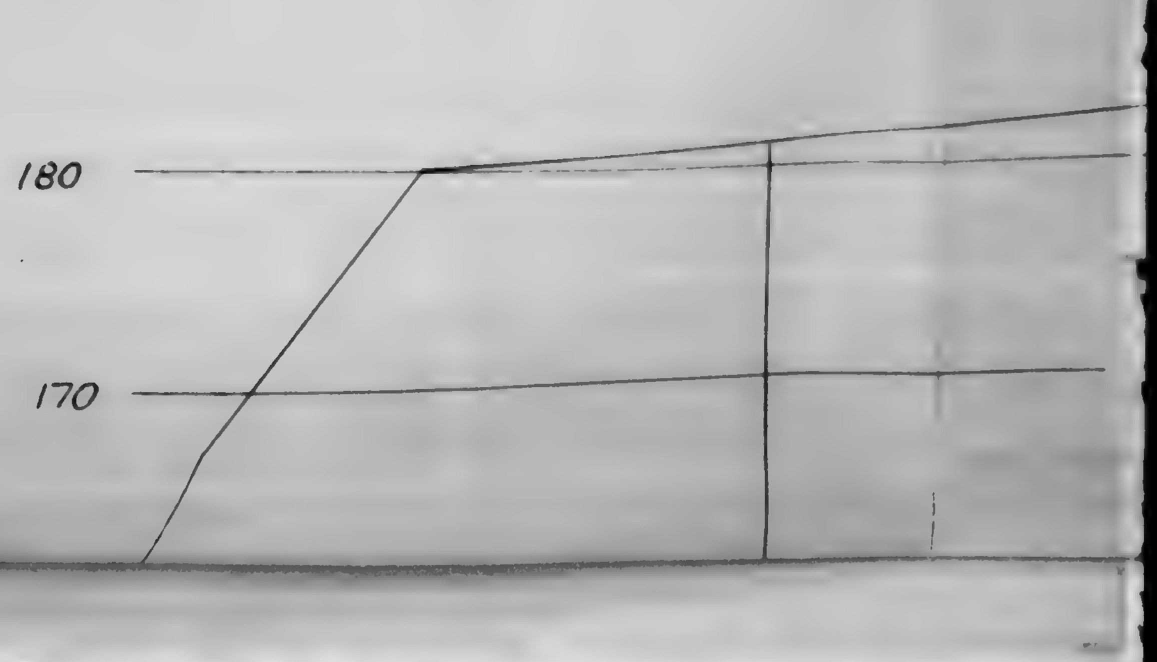
Dwg. No. 8B-7-4

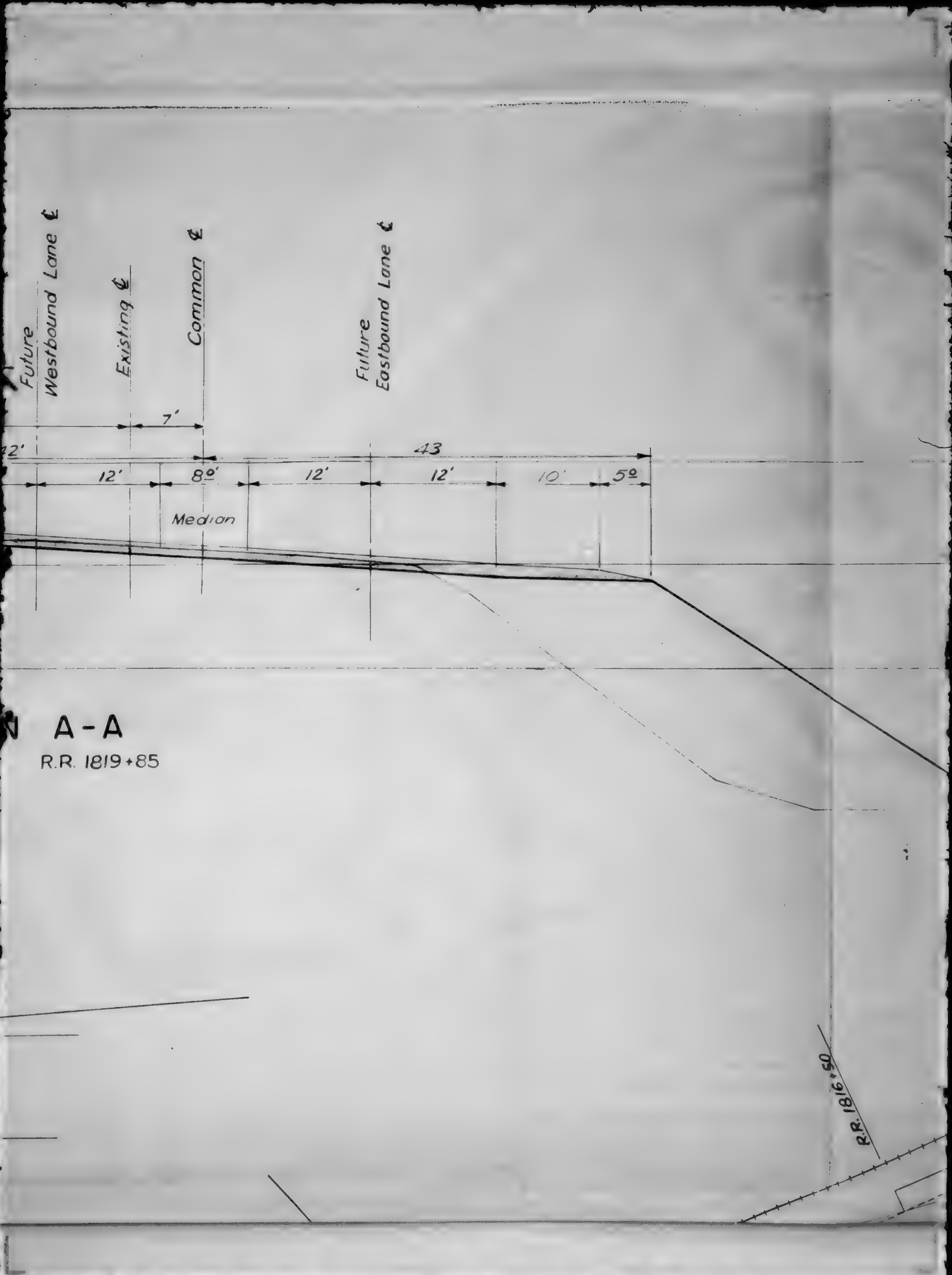

Existing U.P.R.R. ℄
El. 110
15'
El. 100
El. 90
Existing Slope

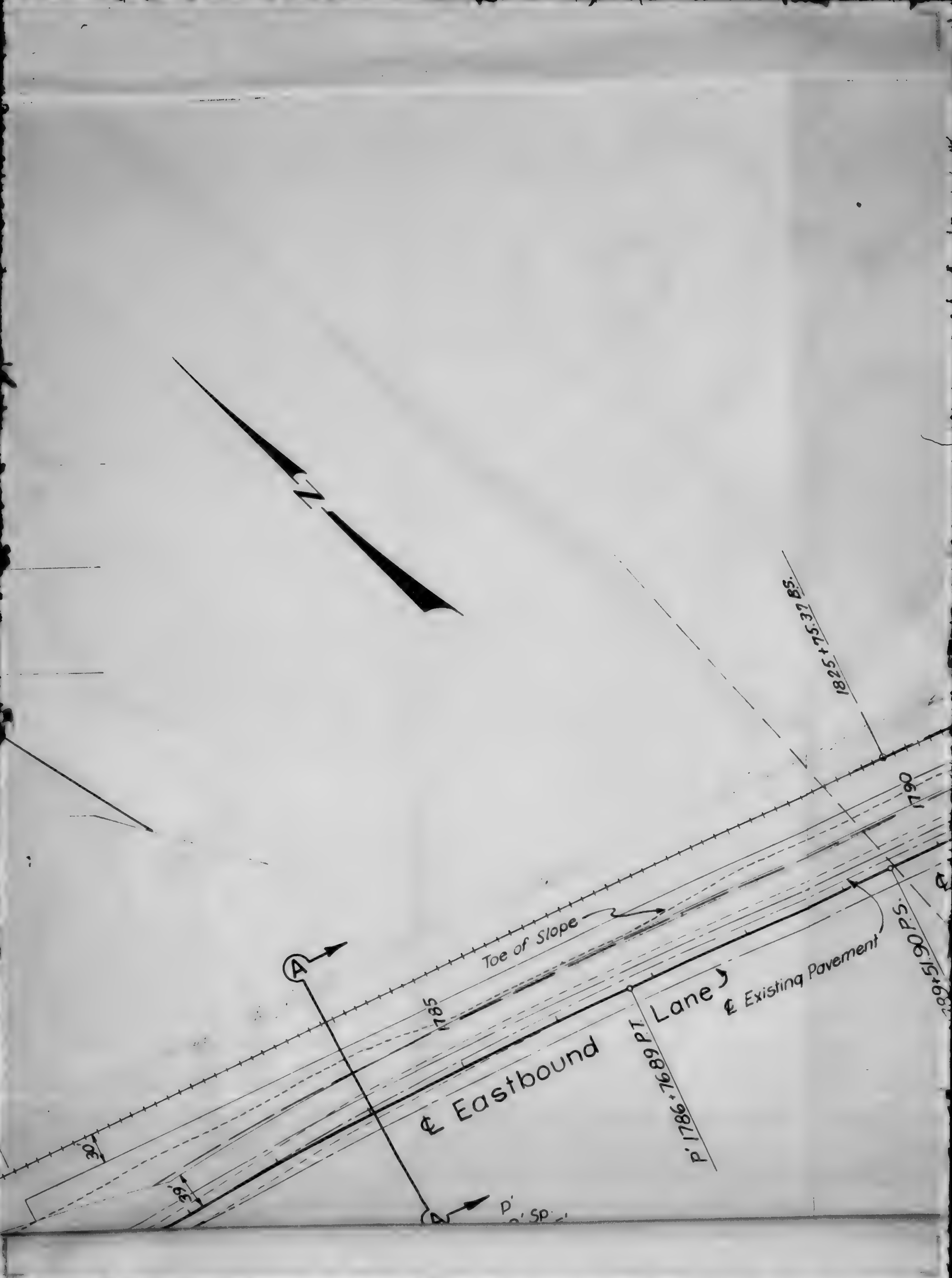

Existing U.P.R.R. ℄
Slope Easement
R/W Line
Future Westbound Lane ℄
59'
39'
30'
29'
42'
67º
4º
4º'
10'
12'
Sl. 2:1
7.4'
12º

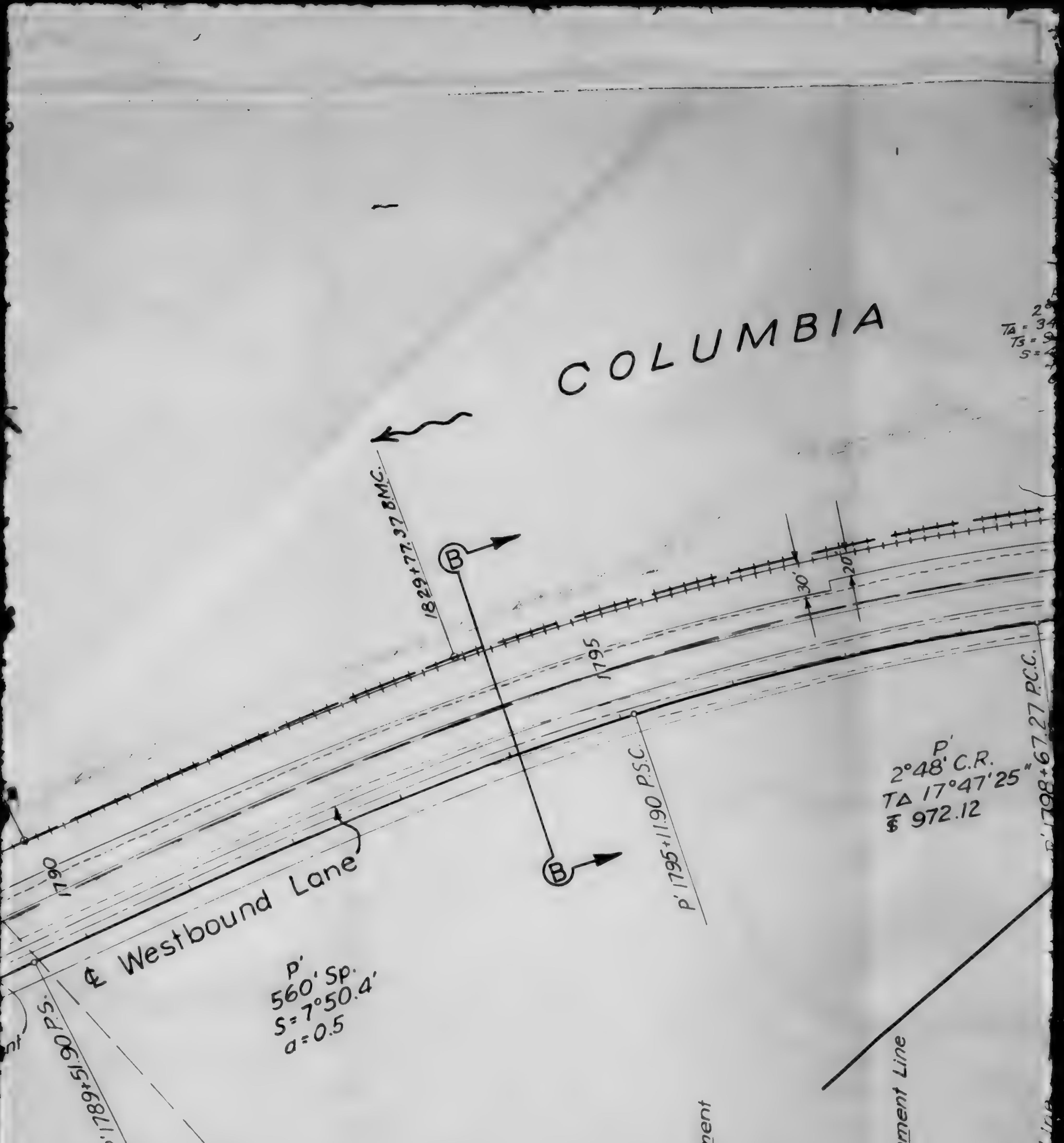
SECTION A

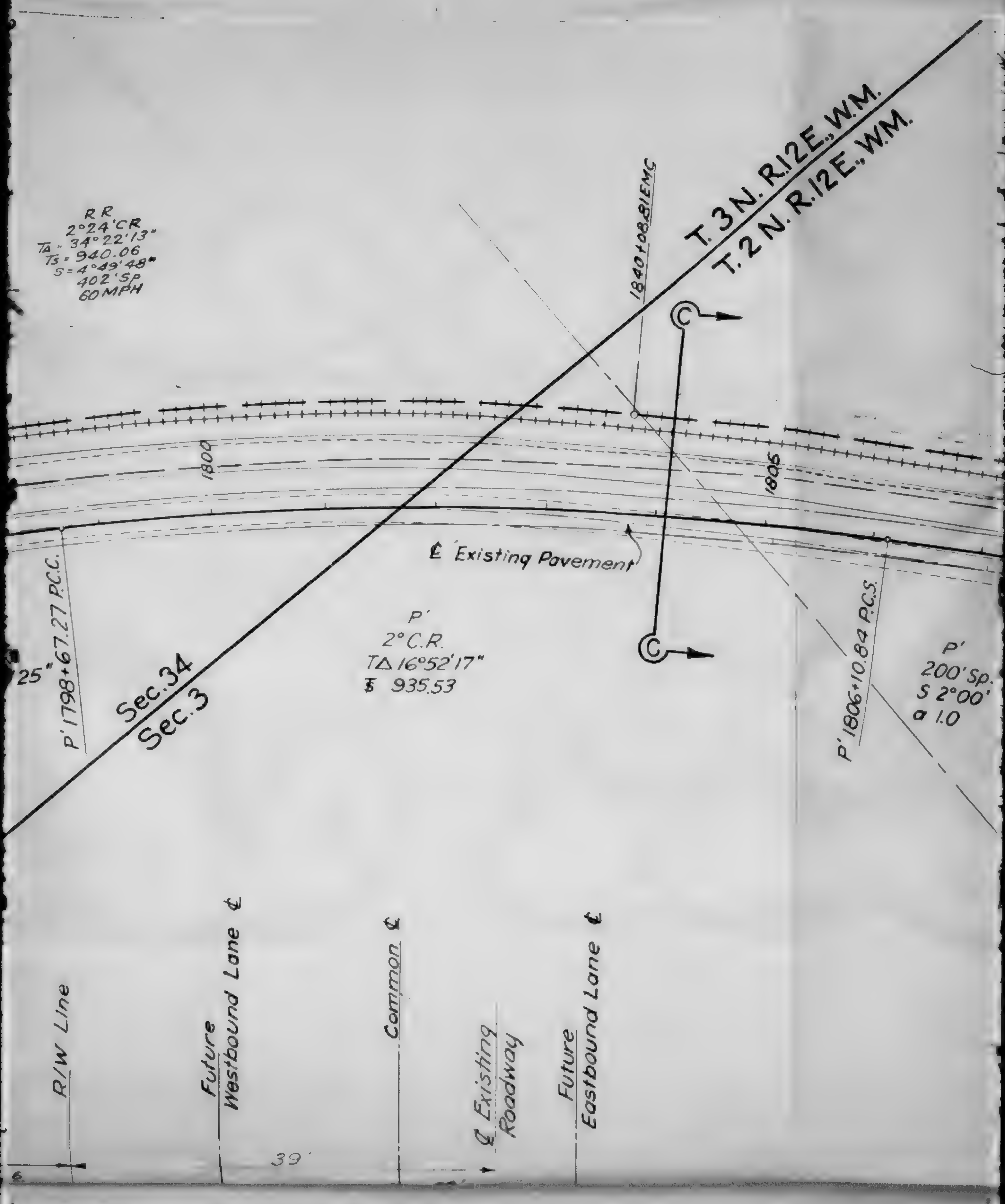
Sta.1784+00 R.R

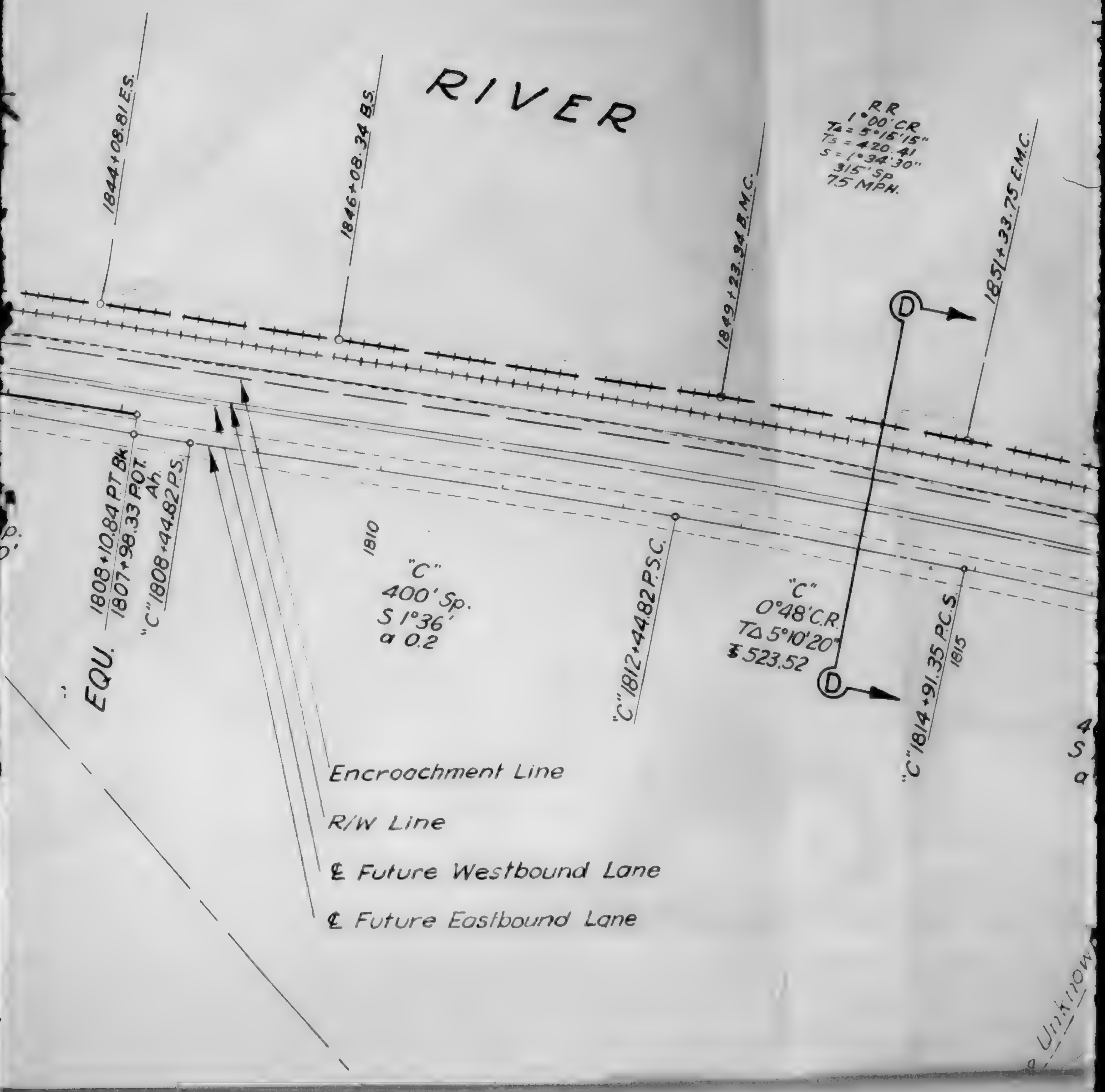


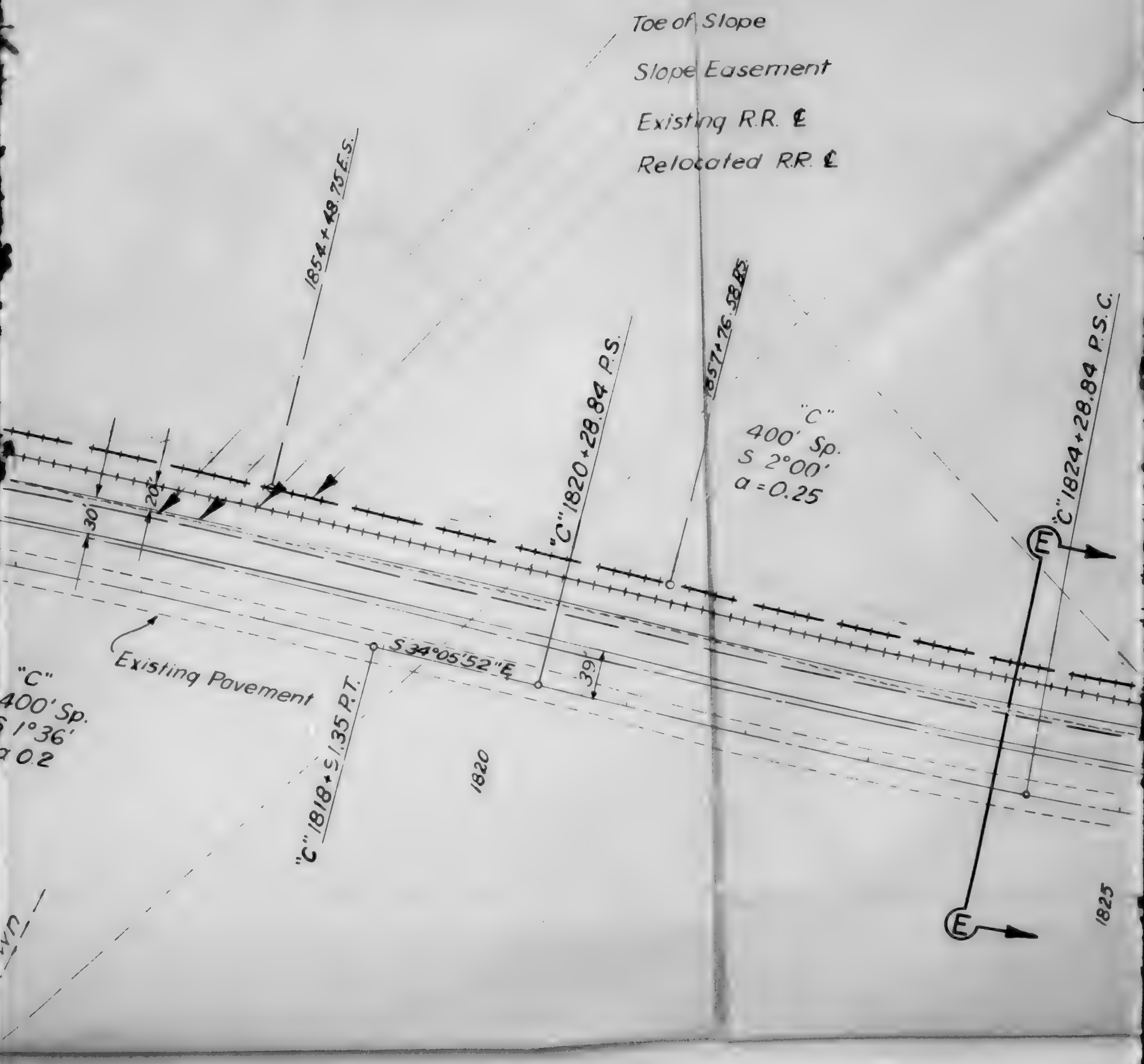

Future
Westbound Lane ℄
Existing ℄
Common ℄
Future
Eastbound Lane ℄
7'
2'
43
12'
8.0'
12'
12'
10'
5.0
Median
N A-A
R.R. 1819+85
R.R. 1816+50

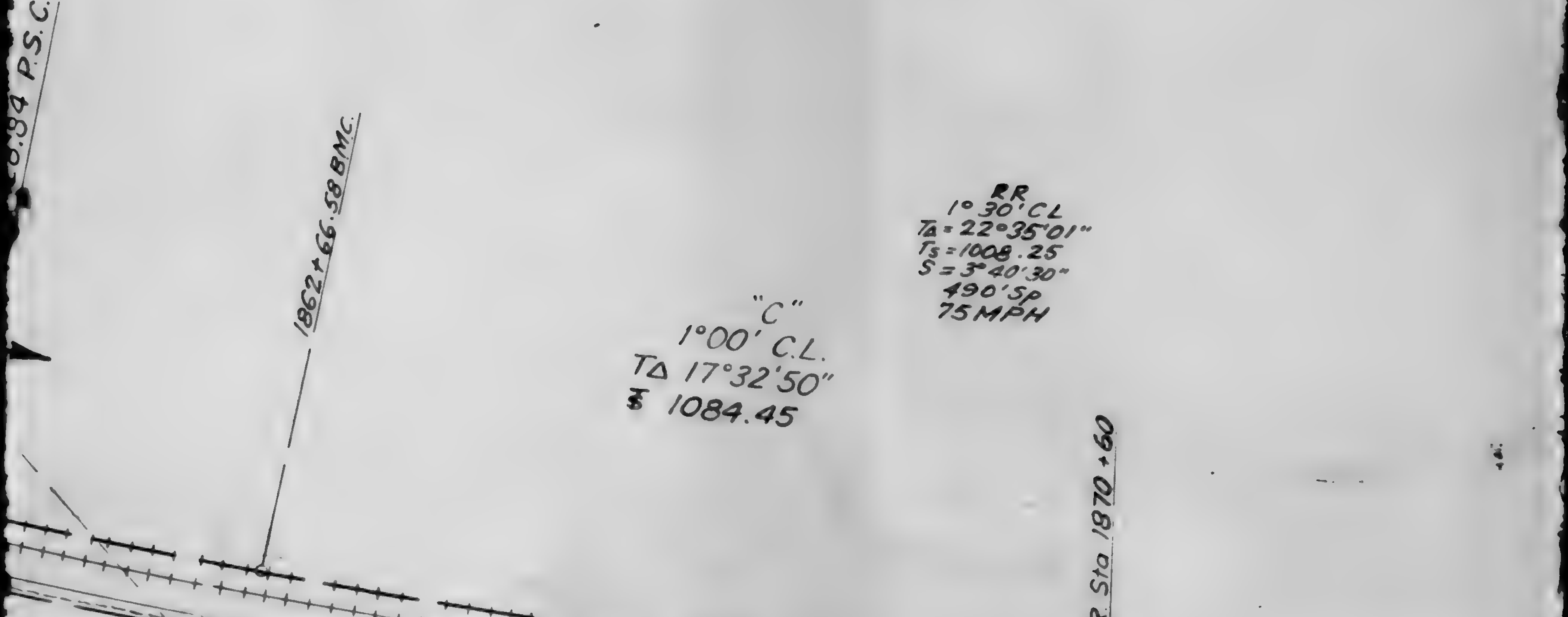

N
1825+75.37 BS.
1790
Toe of Slope
A
1785
Lane
℄ Existing Pavement
℄ Eastbound
P' 1786+76.89 P.T.
89+51.90 P.S.
30'
39'
A
P'
P' Sp

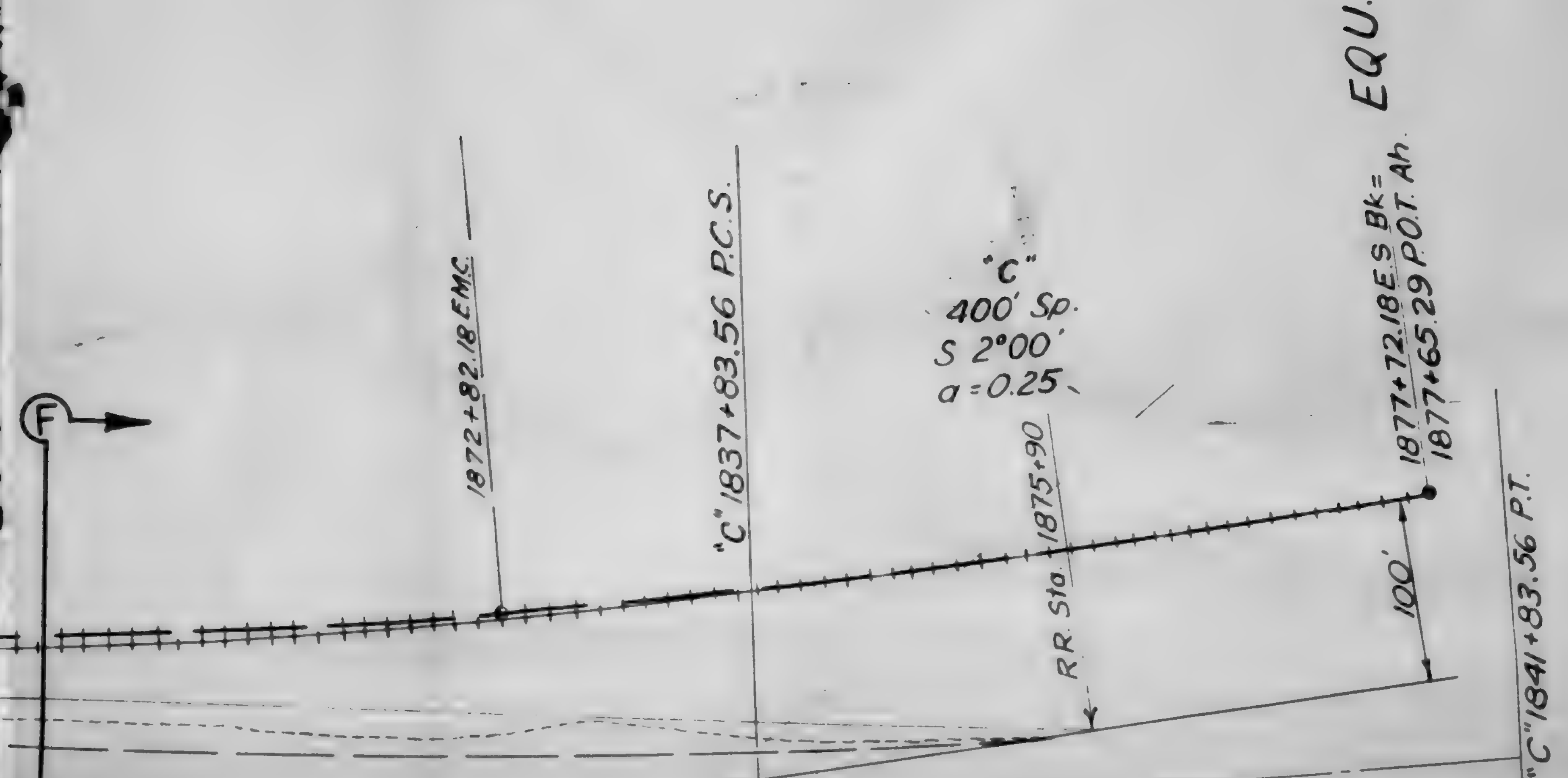

COLUMBIA
2°
TΔ = 34
Ts = 9
S =
1829+77.37 BMC.
B
B
30'
20'
1795
1790
℄ Westbound Lane
P'
560' Sp.
S=7°50.4'
a=0.5
P'1789+51.90 P.S.
nt
P'1795+11.90 P.S.C.
P'
2°48' C.R.
TΔ 17°47'25"
₷ 972.12
P'1798+67.27 P.C.C.
Relocated
U.P.R.R.
U.P.R.R. ℄
Slope Easement
Encroachment Line
R/W Line
50'
11


R R
2°24'CR
TΔ = 34°22'13"
Ts = 940.06
S = 4°49'48"
402' Sp
60 MPH
T. 3 N. R. 12 E., W.M.
T. 2 N. R. 12 E., W.M.
1840+08.81 EMG
1800
1805
℄ Existing Pavement
P' 1798+67.27 P.C.C.
25"
P'
2° C.R.
TΔ 16°52'17"
T 935.53
Sec. 34
Sec. 3
P' 1806+10.84 P.C.S.
P'
200' Sp.
S 2°00'
a 1.0
C
C
R/W Line
Future Westbound Lane ℄
Common ℄
℄ Existing Roadway
Future Eastbound Lane ℄
39'
6

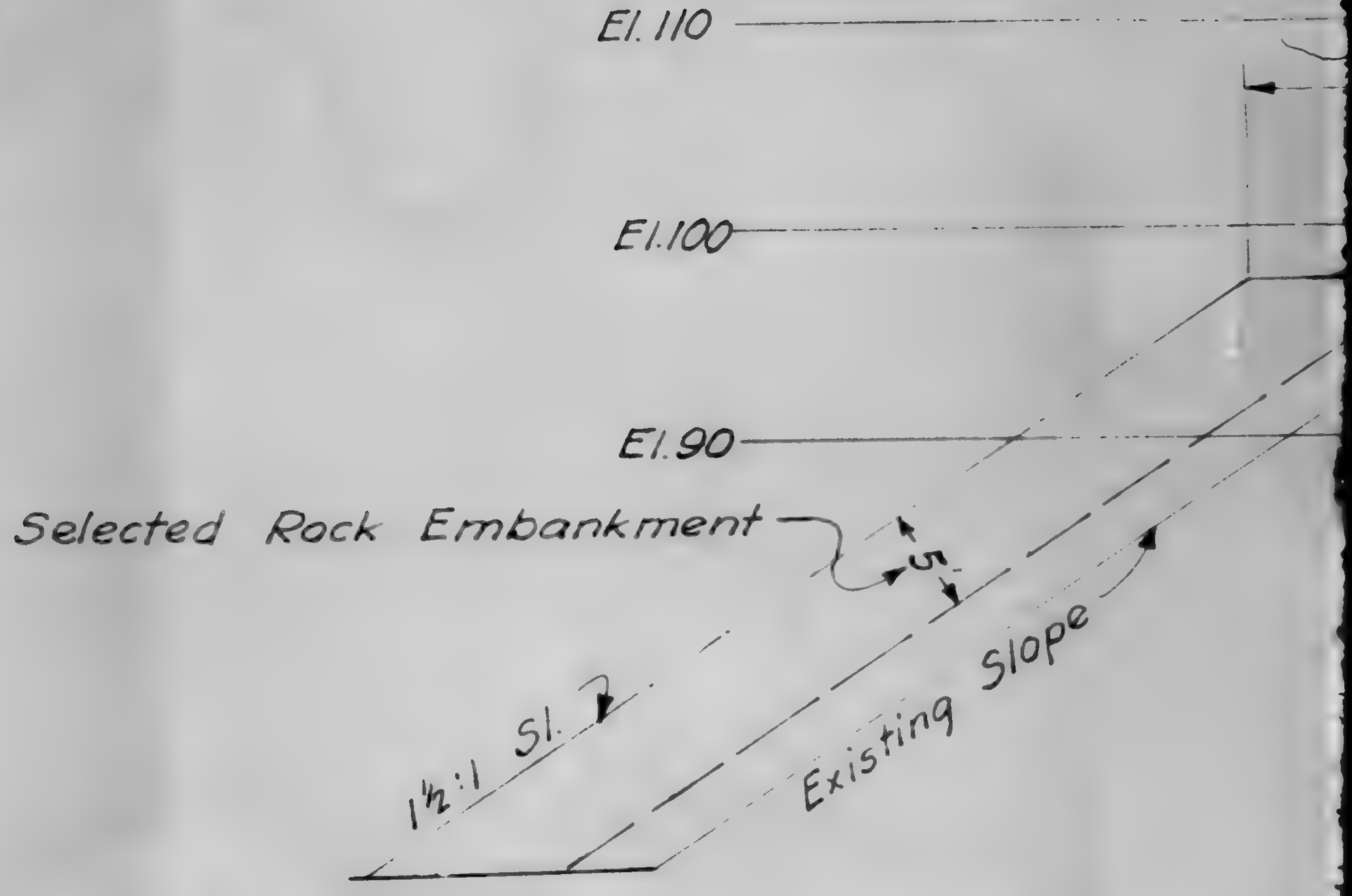

RIVER
1844+08.81 E.S.
1846+08.34 B.S.
1849+23.94 B.M.C.
R R
1°00' CR
TΔ = 5°15'15"
Ts = 420.41
S = 1°34'30"
315' Sp
75 MPH.
1851+33.75 E.M.C.
D
D
EQU.
1808+10.84 PT Bk
1807+98.33 P.O.T. Ah.
"C" 1808+44.82 P.S.
1810
"C"
400' Sp.
S 1°36'
a 0.2
"C" 1812+44.82 P.S.C.
"C"
0°48' C.R.
TΔ 5°10'20"
Ŧ 523.52
"C" 1814+91.35 P.C.S.
1815
Encroachment Line
R/W Line
℄ Future Westbound Lane
℄ Future Eastbound Lane
Unknow

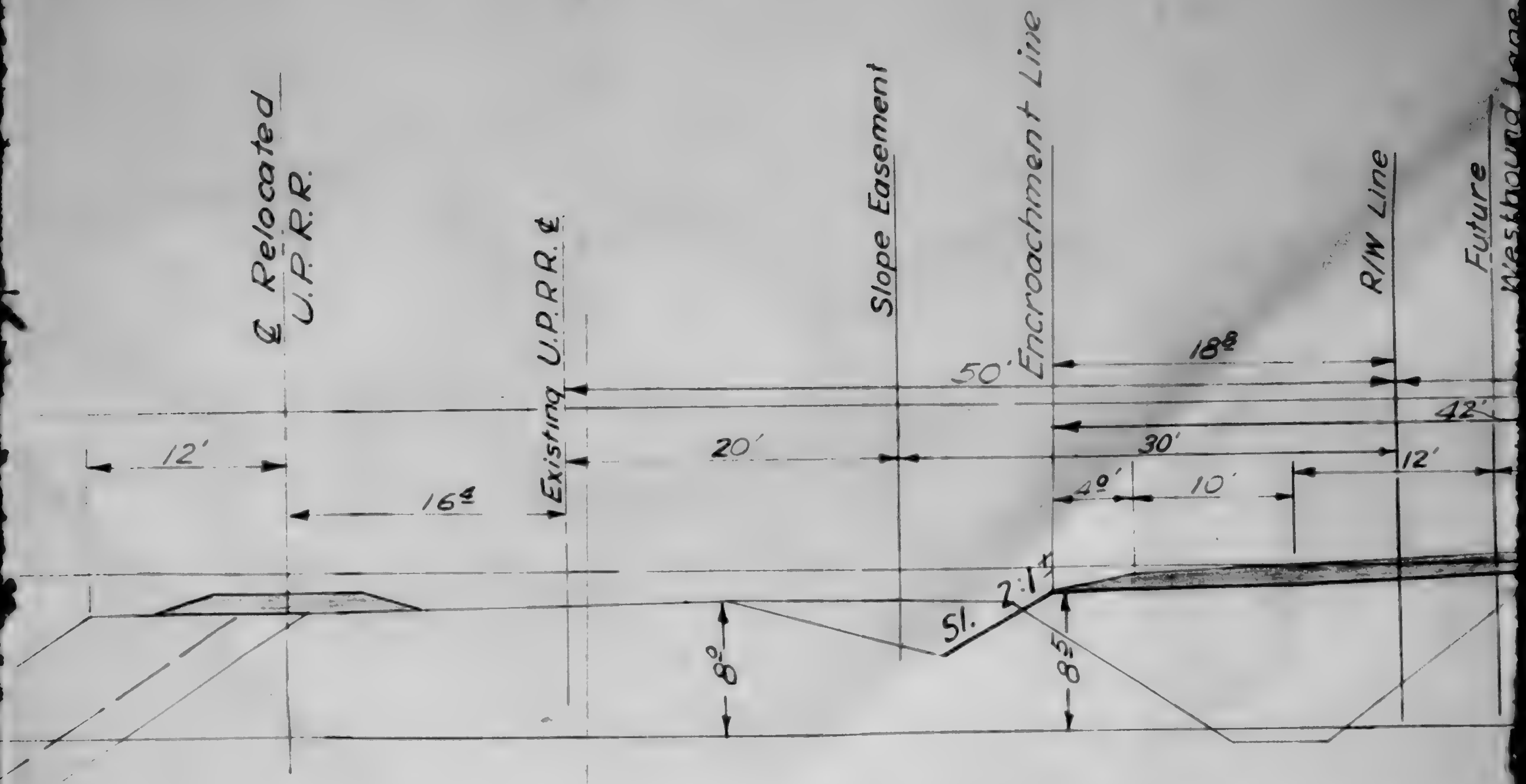

Toe of Slope
Slope Easement
Existing R.R. ℄
Relocated R.R. ℄
1854+48.75 E.S.
1857+76.58 E.S.
"C" 1820+28.84 P.S.
"C"
400' Sp.
S 2°00'
a =0.25
"C" 1824+28.84 P.S.C.
E
E
30
20
39
S 34°05'52"E
Existing Pavement
"C"
400' Sp.
S 1°36'
a 0.2
"C" 1818+51.35 P.T.
1820
1825


0.84 P.S.C.
1862+66.58 BMC.
"C"
1°00' C.L.
TΔ 17°32'50"
$ 1084.45
RR
1°30'CL
TΔ = 22°35'01"
Ts = 1008.25
S = 3°40'30"
490'Sp
75 MPH
R.R. Sta 1870+60
℄ Westbound Lane
℄ Eastbound Lane
1825
1830



F
1872+82.18 E.M.C.
"C" 1837+83.56 P.C.S.
"C"
400' Sp.
S 2°00'
a=0.25
EQU.
1877+72.18 E.S. Bk=
1877+65.29 P.O.T. Ah.
R.R. Sta. 1875+90
100'
"C" 1841+83.56 P.T.
39'
1835
1840

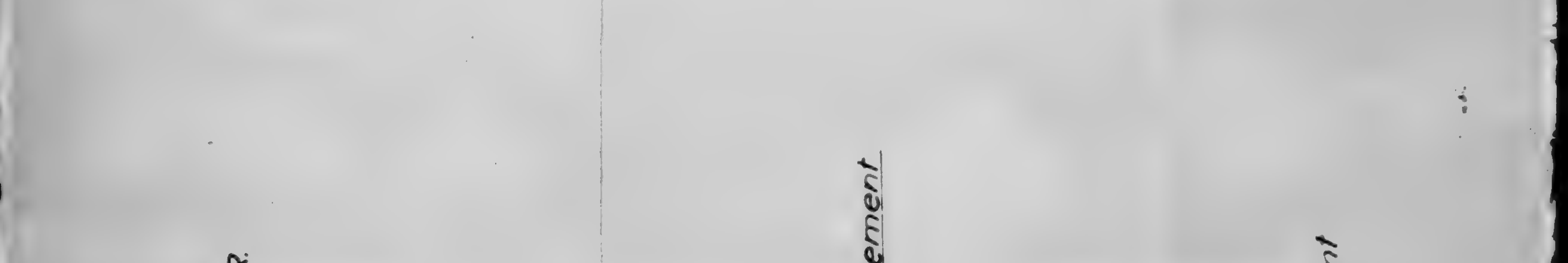

El. 110
El. 100
El. 90
Selected Rock Embankment
5'
1½:1 Sl.
Existing Slope
El. 110



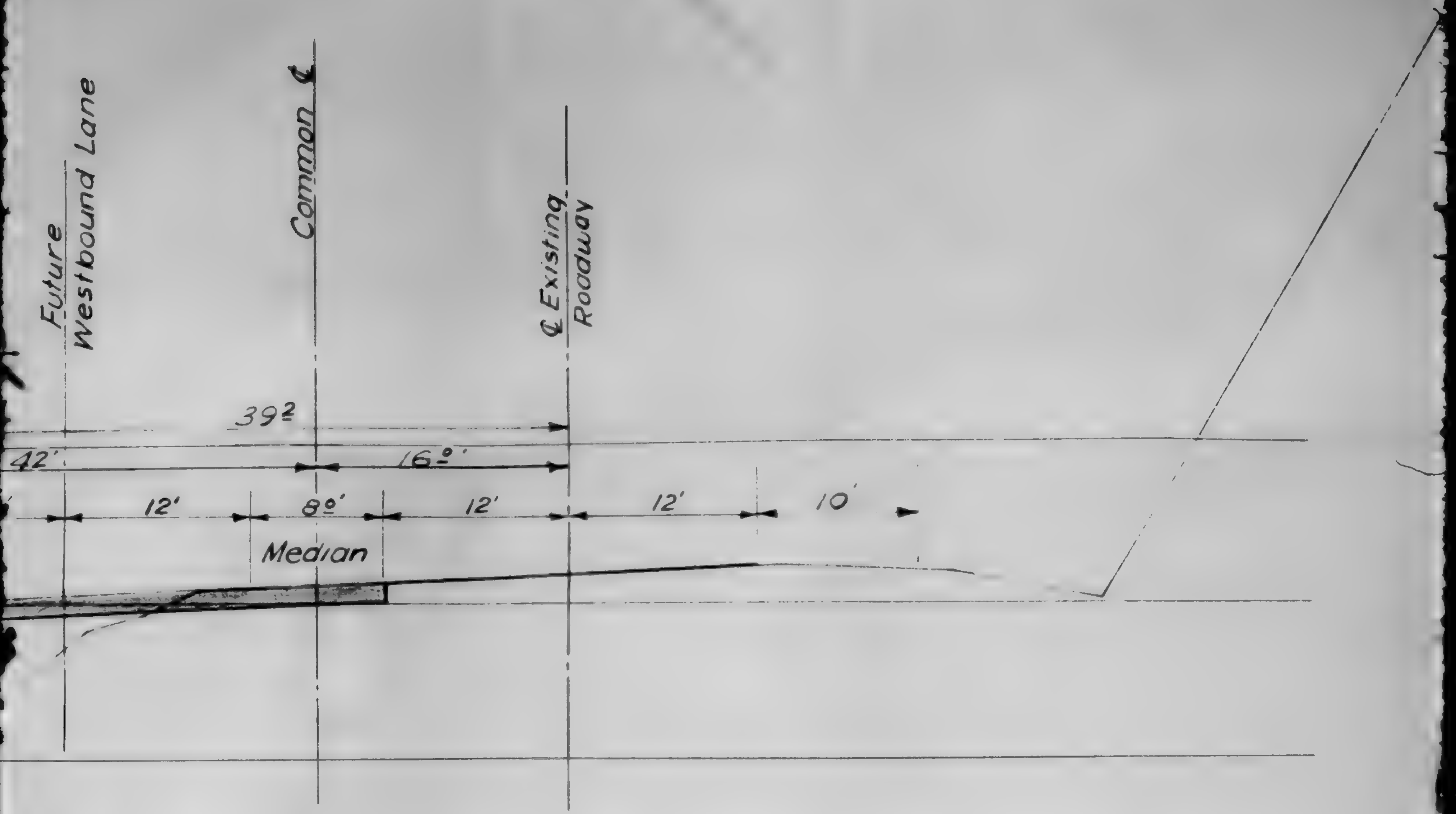
℄ Relocated U.P. R.R.
Existing U.P.R.R. ℄
Slope Easement
Encroachment Line
R/W Line
Future Westbound Lane
12'
16⁴
20'
50'
18⁸
42'
30'
12'
4⁰'
10'
Sl. 2:1±
8⁰
8⁵

SECTION

Sta. 1824+00 R

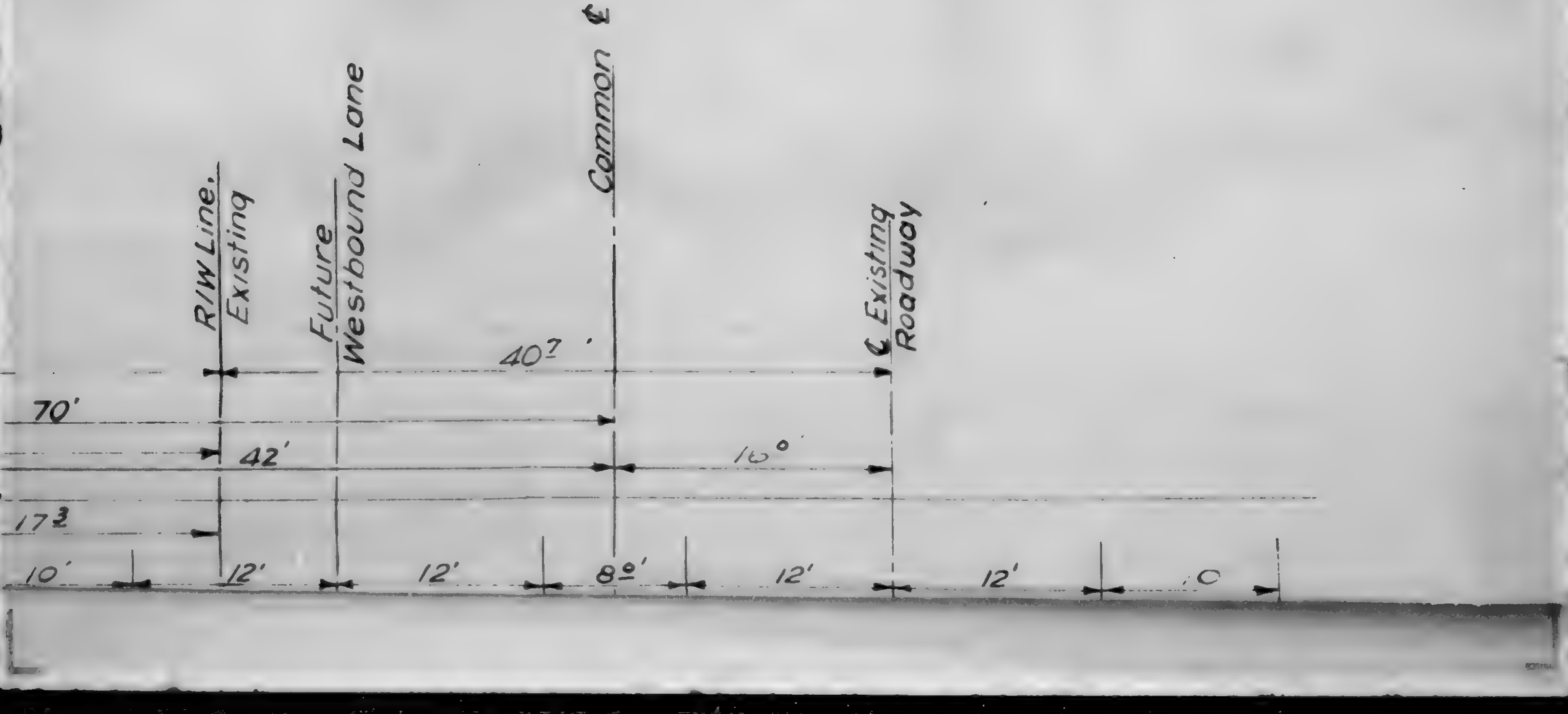


Relocated ℄ R.R.
Existing U.P.R.R. ℄
Slope Easement
Encroachment Line
77'
70'
47'
30'
17³
12'
4⁰
10'

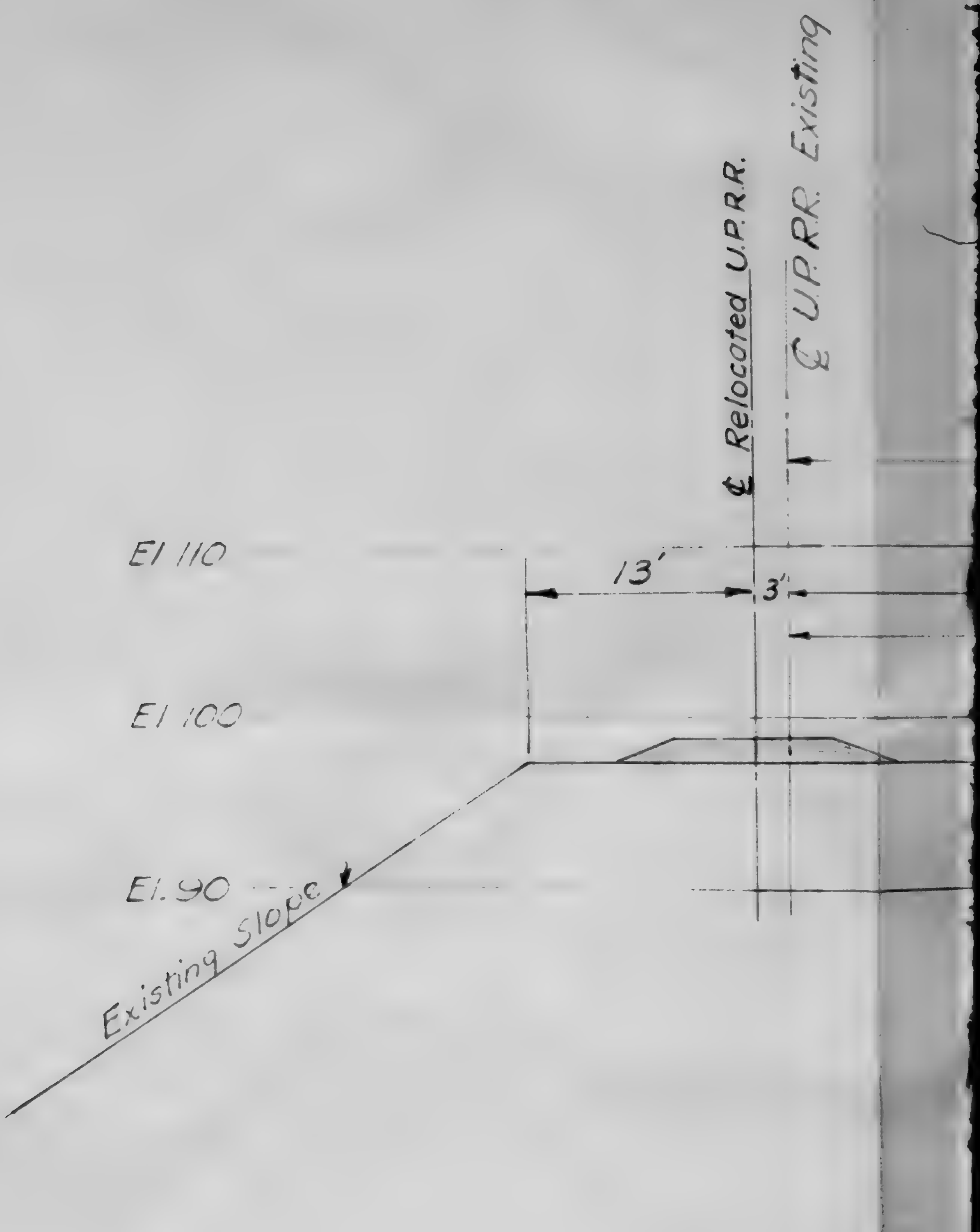

Future
Westbound Lane
Common ℄
℄ Existing
Roadway
39²
42'
16⁰'
12'
8⁰'
12'
12'
10'
Median

N E-E

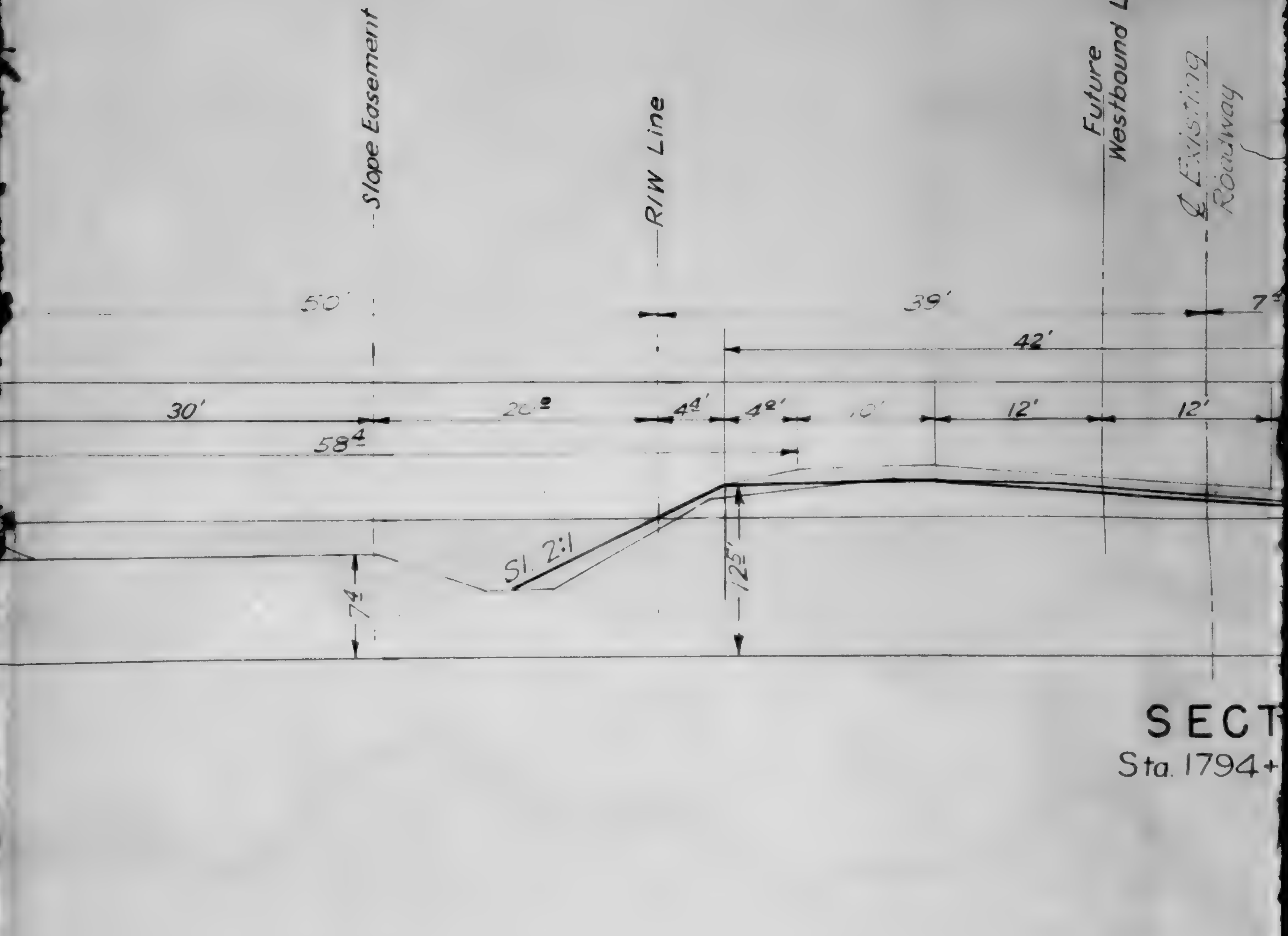
R.R. 1860+62


R/W Line.
Existing
Future
Westbound Lane
Common ℄
℄ Existing
Roadway
40⁷
70'
42'
16⁰
17³
10'
12'
12'
8⁰'
12'
12'
10

4-7-88

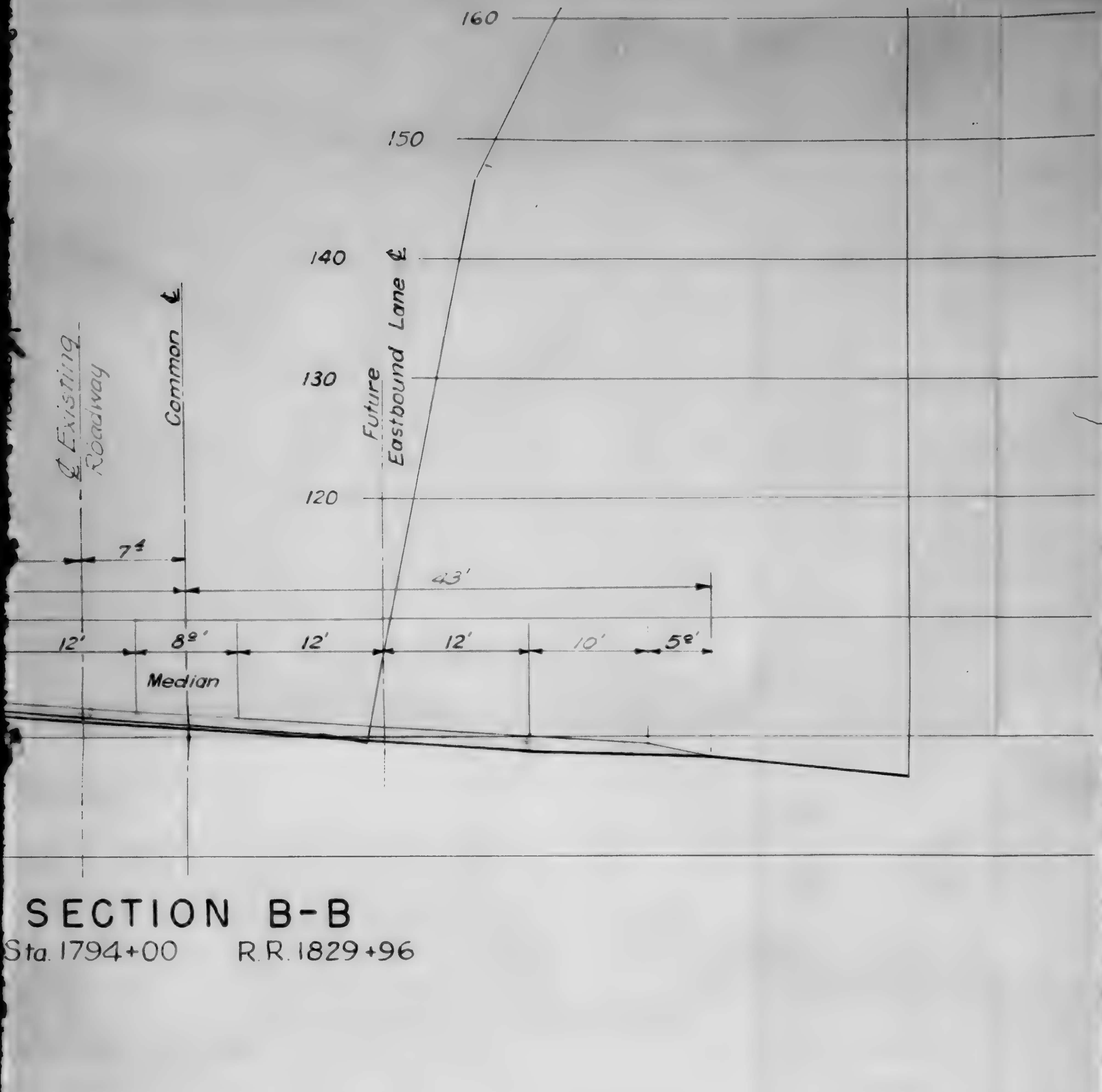


℄ UPRR Existing
℄ Relocated U.P.R.R.
El 110
13'
3'
El 100
El. 90
Existing Slope


Slope Easement
R/W Line
Future Westbound Lane ℄
℄ Existing Roadway
50'
39'
7
42'
30'
20.9
4.4'
4.8'
10'
12'
12'
58.4
Sl. 2:1
7.4
12.5'

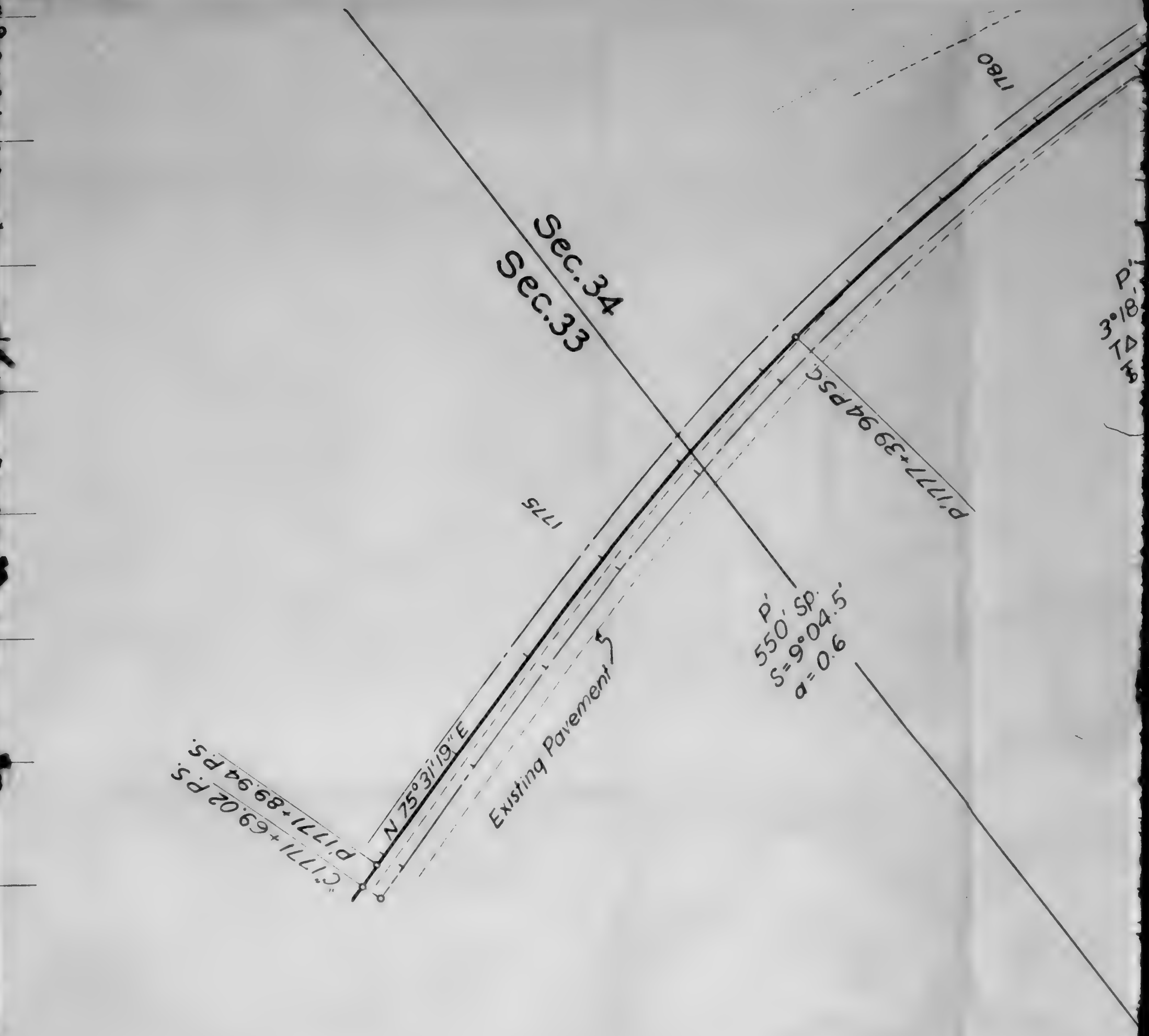
SECT

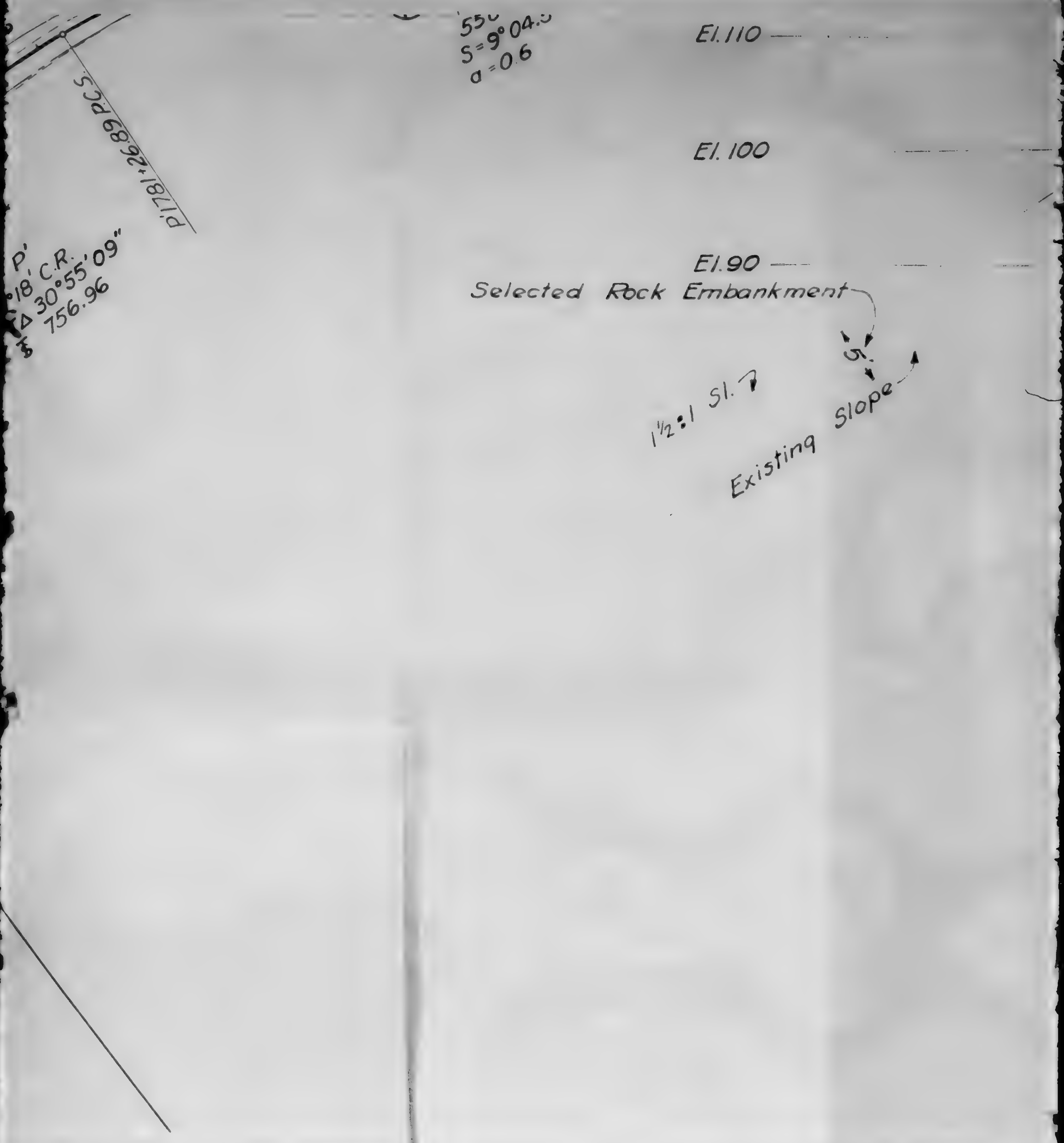
Sta. 1794+

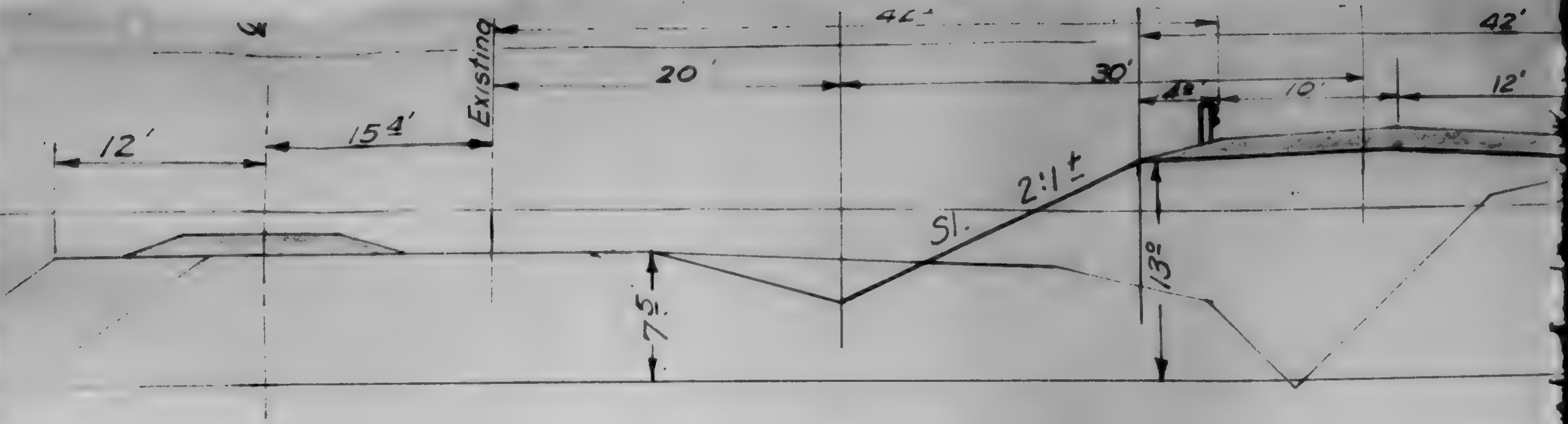

160
150
140
130
120
℄ Existing Roadway
Common ℄
Future Eastbound Lane ℄
7±
43'
12'
8±'
12'
12'
10'
5±'
Median

SECTION B-B

Sta. 1794+00 R.R. 1829+96

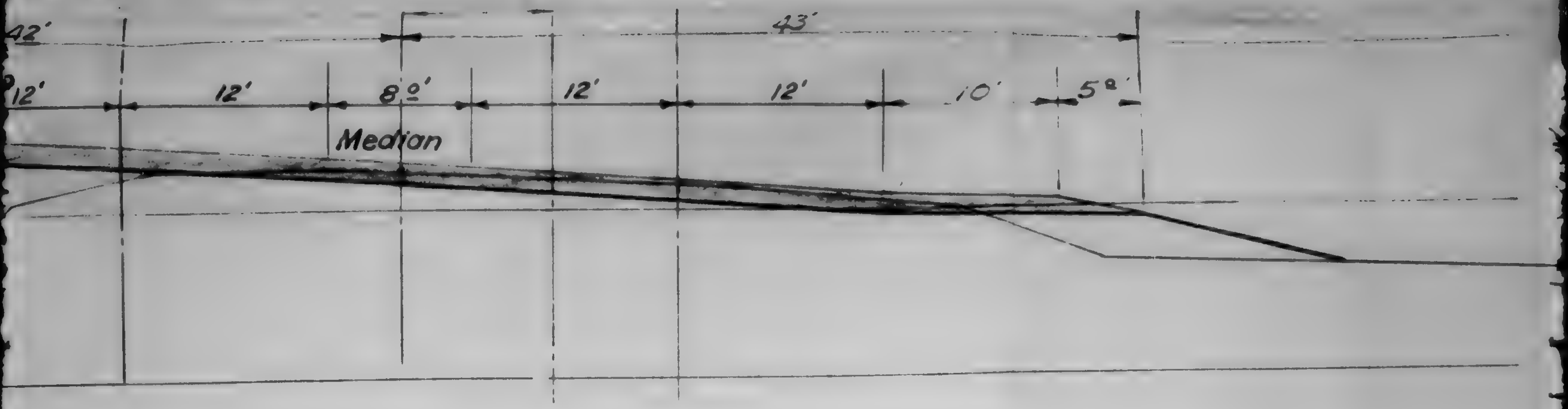

1780
Sec.34
Sec.33
P'1777+39.94 P.S.C.
1775
P'
550' Sp.
S=9°04.5'
a=0.6
Existing Pavement
N 75°31'19" E
P'1771+89.94 P.S.
C'1771+69.02 P.S.
P'
3°18'
TΔ


550
S=9°04.
a=0.6
PI781+26.89 P.C.S.
P.
18' C.R.
Δ 30°55'09"
756.96
El. 110
El. 100
El. 90
Selected Rock Embankment
5'
1½:1 Sl.
Existing Slope

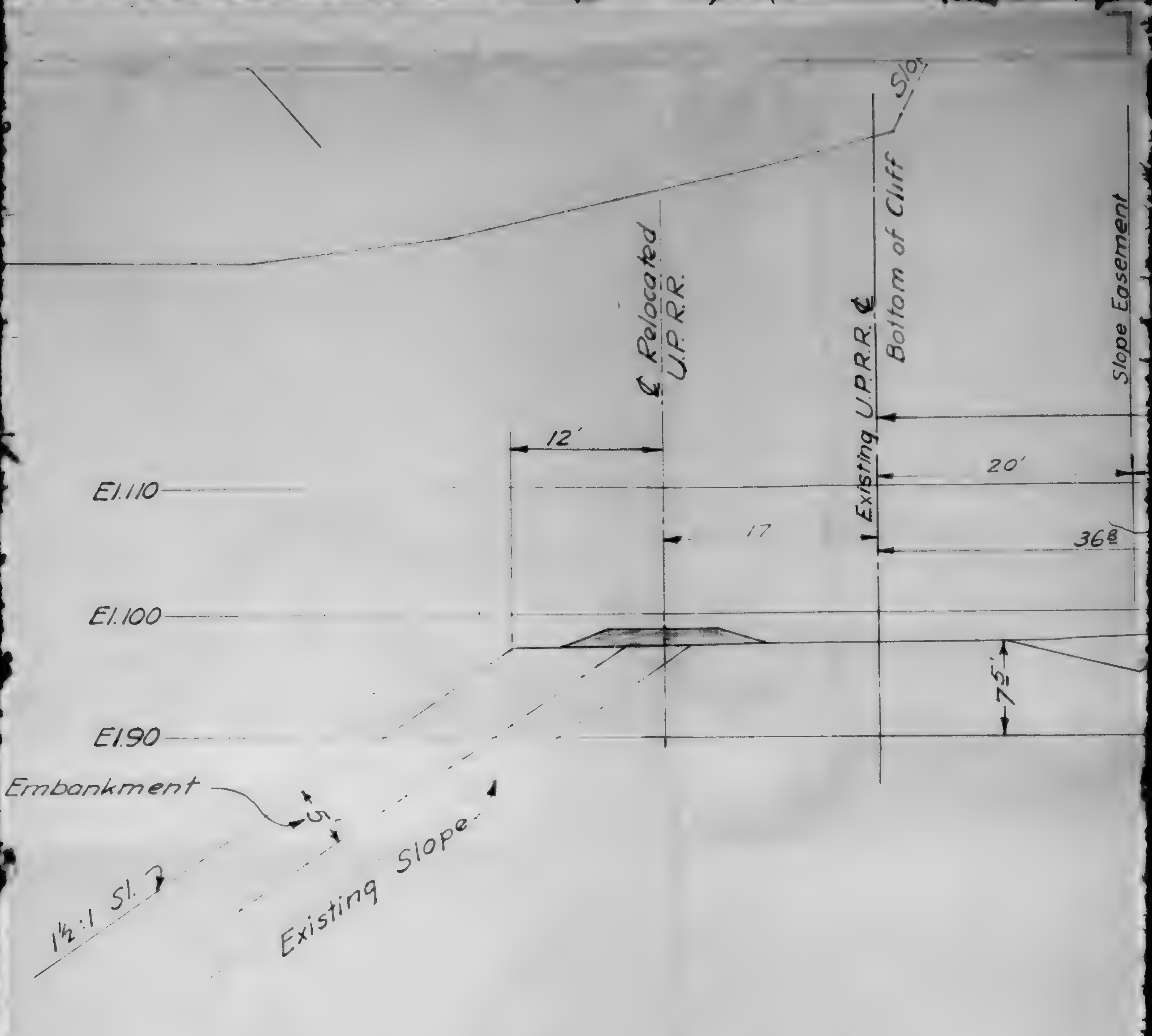

42'
42'
Existing
20'
30'
10'
12'
12'
15 4'
2:1±
Sl.
7.5
13.0

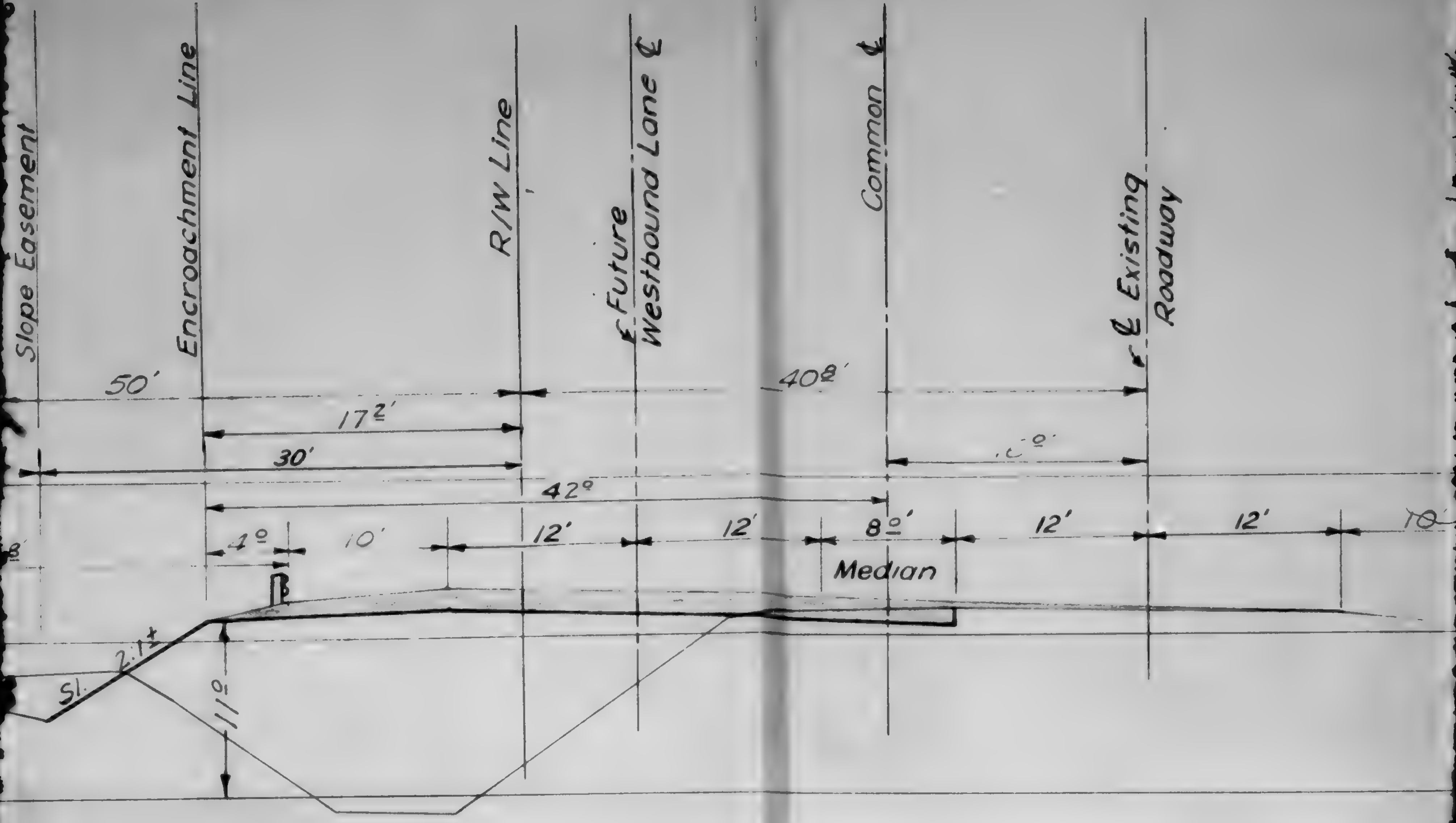
SECTION C-C

Sta. 1804+00 R.R. 1840+41


42'
43'
12'
12'
8.0'
12'
12'
10'
5.0'
Median

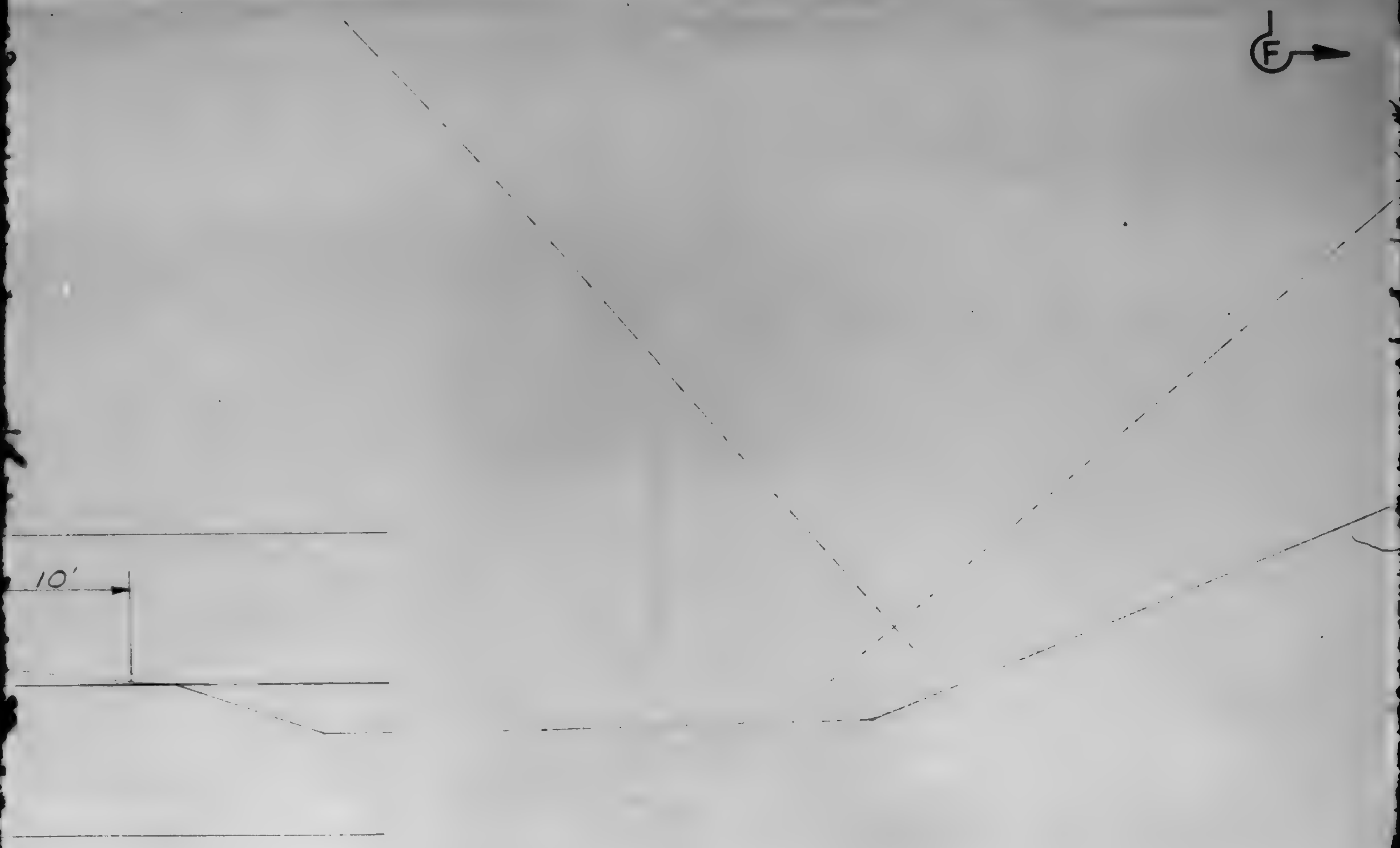
Selected Rock Em

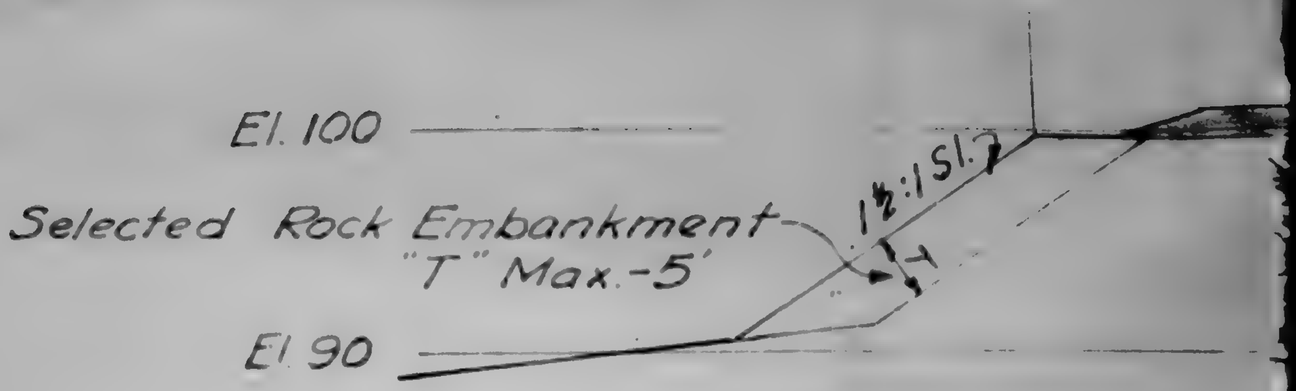

Slo
℄ Relocated U.P.R.R.
Existing U.P.R.R. ℄
Bottom of Cliff
Slope Easement
12'
20'
17
36.8
El.110
El.100
El.90
7.5'
Embankment
5'
1½:1 Sl.
Existing Slope

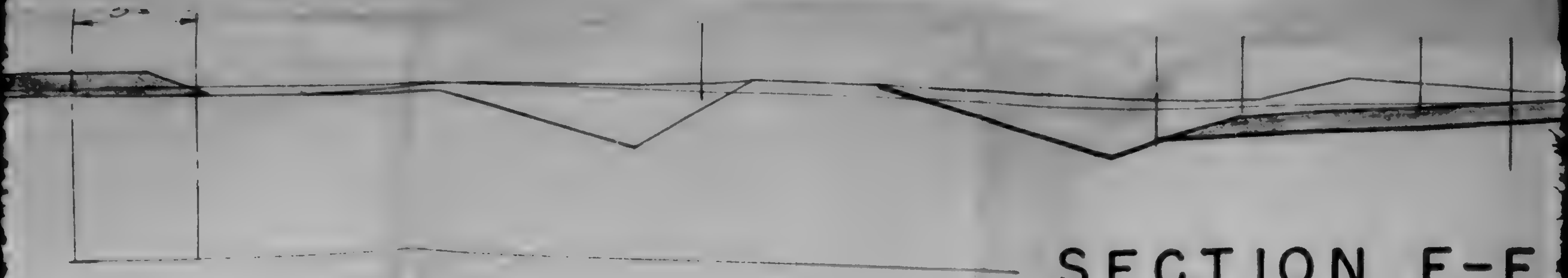

Slope Easement
Encroachment Line
R/W Line
℄ Future Westbound Lane ℄
Common ℄
℄ Existing Roadway
50'
17^{2}'
30'
42^{0}
40^{8}'
10^{0}'
8'
4^{0}
10'
12'
12'
8^{0}'
12'
12'
10'
Median
Sl. $2:1^{\pm}$
11^{0}

SECTION D-D

Sta. 1814+00 R.R. 1850+59

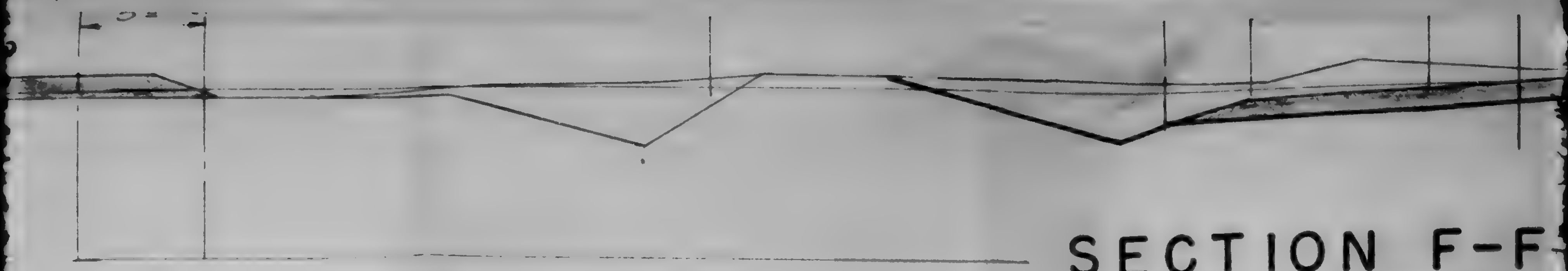

℄
10'


El. 100
Selected Rock Embankment
"T" Max.-5'
1½:1 Sl.
T
El. 90



SECTION F-F

Sta. 1834+00 R.R. 1870+4



SECTION F-F

Sta. 1834+00 R.R. 1870+

Median
F
70+43

RECEIVED
NOV 15 1957
FOR FILING
I-248(16)

Reed
REFERRED TO
Cooper
By State Highway Engineer

file

Porter was read
This and will act
accordingly
W.C.W.

Reed prop.
I-248(16)

NOTED
W. C. WILLIAMS

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

October 21, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Exception is taken to the following statement appearing in Mr. Forrest Cooper's October 17, 1957 memorandum to R. L. Porter relative to the East Unit of the Sundial-Rooster Rock Section of the Columbia River Highway, Project I-248(16), . . . "The Bureau of Public Roads informs us that it will not approve our plans for the Sundial-Rooster Rock project unless and until we eliminate the fishing rights owned by Frank and Minnie Reed at Tunnel Point. You will, therefore, immediately acquire these rights by negotiation or condemnation."

This office did not make the quoted statement either in writing or verbally. All we requested was that a thorough investigation of extinguishing the Reed access rights be made as mentioned in the Assistant Commissioner's October 9 memorandum. Since it was your urgent desire to advertise the project the same day our Washington office letter was received, I suggested that the connecting road be deleted from the plans. In the event your investigation finds that it isn't economically feasible to extinguish the access, then the work can be done under a price agreement.

We believe our Washington office is unduly alarmed insofar as development of the site as a commercial moorage or marina is concerned. This for the reason that topography is unfavorable, entrance and exit is from one direction only, and a much superior location for free boat launching privileges exists two miles farther east at Rooster Rock State Park.

We can see very little justification for buying out these fishing rights at a great cost where fishing is done by one man only for the legal period of about two months annually. Certainly this office will not look with favor on any financial settlement made that is based on capitalization of possible future commercial fishing revenues.

This problem must be settled one way or the other before award of contract may be made. Accordingly, it is desirable that you expedite the necessary investigation of the possibilities of acquiring these access rights. Our appraiser will be free to work with you on this investigation should you so desire.

RECEIVED
OCT 22 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

C G Polk

C. G. POLK
Division Engineer

NOTED
FORREST COOPER

RECEIVED
OCT 21 1957
FOR FILING

Salem, Oregon
October 17, 1957

Sundial-Rooster Rock Section
Fishing rights owned by
Frank and Minnie Reed

Mr. R. L. Porter
Right of Way Engineer
Department

The Bureau of Public Roads informs us that it will not approve our plans for the Sundial-Rooster Rock project unless and until we eliminate the fishing rights owned by Frank and Minnie Reed at Tunnel Point. You will, therefore, immediately acquire these rights by negotiation or condemnation.

Mr. Probert tells me that the right of way purchase for this section has been programmed by the Bureau of Public Roads and the cost of the acquisition of these rights should be made a part of the interstate cost, to be shared on a 90-10 basis by the Federal Government and the State.

When the right of way was acquired from the Reeds for the reconstruction of the Columbia River Highway in 1938, the riparian rights of the Reeds were recognized by an easement agreement, a copy of which is in your File No. 27175. It is these rights and any property that the Reeds might own northerly from the highway that must be acquired. As this matter is of considerable urgency, I suggest it be expedited.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. C. G. Polk
Mr. W. C. Williams
Mr. S. H. Probert
Mr. Tom Edwards

Mr. E. M. French, Regional Engineer
Portland, Oregon

October 9, 1957

G. M. Williams, Assistant Commissioner
Washington, D. C.

Oregon - Project I-248( ), Tunnel Point Turnout on U. S. 30,
Multnomah County

Your memorandum of September 18 in response to our memorandum of August 22 transmitted copies of correspondence between the division office and the State and advised that the short connecting road from the rest area into the river is to serve an existing private moorage facility. We appreciate the opportunity to discuss the matter further.

Before acceptance of the moorage facilities connecting to the rest area it is pertinent that the nature of the fishing rights and the likely costs to remove them be determined. We have briefly discussed the situation with Mr. Cowan of the division office and understand that all the real estate in the area belonging to the owner of the fishing rights has been purchased.

The acceptance of a private enterprise to operate from a rest area is of such a precedent-setting nature that we should be extremely cautious in giving our approval. If approved it would be very difficult to defend our position in rejecting access points to other rest areas. Also, criticism could develop due to the establishment of certain monopolistic rights.

It is essential that we consider the influence of the moorage facility upon the normal operating pattern of the rest area. It is common practice at marinas to pull boats from the water and conduct maintenance or repair operations at the site. Undoubtedly, an appreciable number of boats would generate a considerable demand for parking. It would not require too many boats adjacent to the 0.8 ± acre rest area to void , during certain seasons, normal usage by Interstate traffic. We recognize that the present moorage facilities are of such small scale as to be relatively harmless but any future expansion could reduce the whole of the area to the status of a private marina. We can foresee that a moorage facility connected to a rest area would have considerable potential for expansion.

We would appreciate your thorough investigation of this matter.

RECEIVED
OCT 2 1957
FOR FILING

Const
R/W
Col. R. Hwy (Cooper)

September 16, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Relative to your letter of September 6, 1957 regarding our design for Tunnel Point Parking Area on the Columbia River Highway and the construction of a connecting road to the river at this location, I wish to inform you that the construction of this short road is for the purpose of serving existing fishing moorage facilities at this location.

The fishing moorage rights were established at this point in the 1880's and have been in existence since that time. Contrary to the assumption of your Washington office, this is not dockage for recreational boats but the restoration of existing private facilities.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

DJB:jk hi

FORM E-123X 50M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1957

NOTED
W. C. WILLIAMS

I-248(16)

[illegible]

September 16, 1957

6727

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Relative to your letter of September 6, 1957 regarding our design for Tunnel Point Parking Area on the Columbia River Highway and the construction of a connecting road to the river at this location, I wish to inform you that the construction of this short road is for the purpose of serving existing fishing moorage facilities at this location.

The fishing moorage rights were established at this point in the 1880's and have been in existance since that time. Contrary to the assumption of your Washington office, this is not dockage for recreational boats but the restoration of existing private facilities.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

REFERRED TO
Edwards
By State Highway Engineer
Prepare reply

September 6, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We are advised that a national policy regarding safety rest areas along Interstate Highways is being developed by the Committee on Planning and Design Policies of AASHO in cooperation with the Bureau of Public Roads. In connection with this policy, our Washington office has recently had occasion to review the design for the Tunnel Point Parking Area on the Columbia River Highway as prepared by your department. For your information their comments are quoted below:

> "We are cooperating with the Committee on Planning and Design Policies of AASHO in arriving at a national policy regarding safety rest areas along Interstate highways and offer the following comments for your consideration.
>
> The subject plan in general conforms with the developing policy statement insofar as layout is concered. Notes on the plan indicate relocation of fishing moorage facilities and construction of a short road to the river. The first item suggests dockage for recreational boats and the second a ramp for the purposes of placing and removing boats from the river. The basis of the developing policy is that this and other types of definitely recreational use are not to be incorporated in new safety rest areas provided with Interstate funds. We recognize, of course, that adjustments to or restoration of existing public facilities of that type can be made when the over-all freeway design characteristics are maintained."

We understand that the relocation of fishing moorage facilities and construction of a short road to the river at Tunnel Point parking area are adjustments to or restoration of existing public facilities, however, we would appreciate written confirmation from you.

RECEIVED
SEP 9 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

I-301(8) W. Unit, Sundial-Rooster Rock 1957
I-248(16) Sec. of the Columbia River Hwy.,
#5090 (Grading)

(44)
1910

RECEIVED
AUG 19 1963
FOR FILING

[illegible]

5090

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 14, 1963

To: Mr. Walter T. Wright
Right of Way Engineer
BUILDING

SUBJECT: Request for Change of Access Location
W. Unit, Sundial-Rooster Rock Section
Columbia River Highway

Herewith a request for change of access location from John E. and Selma S. Erickson on the subject section. This request is for a change in location to agree with what was actually constructed.

This property was acquired by condemnation and since the final judgment did not specify a definite width, the accesses were constructed to a 20-foot width. This request would revise this to a 30-foot width.

This change has been discussed with the Area Engineer of the Bureau of Public Roads who has no objections.

It is the recommendation of this office, and approved by Mr. Shaw, that this change in location and width be granted.

F. D. Morgan
Construction Engineer

by

G. L. Decker
G. L. Decker
Ass't Construction Engineer

DES:db
Attach.
cc: Lloyd P. Shaw ✓
A. E. Johnson
J. F. Hagemann

RECEIVED
AUG 14 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 18 1959
FOR FILING

I-301(8)
I 248(16)
5090

September 16, 1959

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Completion - Erosion Control Work
Sundial-Rooster Rock, West Unit
Columbia River Highway
Contract No. 5090, F.A.P. No. I 248(16)
I 301(8)

Dear Sir:

The erosion control work on the subject job, authorized in Order for State Force Work dated January 14, 1958, was completed September 10, 1959.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Staff Engineer

Bc Mr. M. H. Astrup

RECEIVED
AUG 24 1959
FOR FILING
I-301(8)
I-245(5)
5090

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **N. Unit, Sundial-Rooster Rock** Highway **Columbia River**

County **Multnomah** MP **16** to MP **21** Contractor **Rogers Construction**

Resident Engineer **R. Ewen** Inspector ____________

Date Completed **August, 1959** Date Reported **8-18-59**

Type and Thickness of Wearing Surface **4" B** A. C.____ Oil Mat __________ Seal.

N, S, (E,) W from MP or Sta. **16**

Mile	Wheel Count	Rt. Lane Roughness		Lt. Lane Test Run On		
		Total	Per Mile	Total Top	per Base	mile Seal
1	750	80		98	98	
2	1500	157	77	182	84	
3	2250	238	81	269	87	
4	3000	315	77	358	89	
5	3750	397	82	443	85	
6	4500					

Average Roughness Per Mile Rt. Lane 79.4 Lt. Lane 88.6

N, S, E, (W) from MP or Sta. **21**

Mile	Wheel Count	Rt. Lane Roughness		Lt. Lane Test Run On		
		Total	Per Mile	Top	Base	Seal
1	750	79	79	76	76	
2	1500	158	79	151	75	
3	2250	236	78	238	87	
4	3000	310	74	329	91	
5	3750	389	79	419	90	
6	4500					

Average Roughness Per Mile Rt. Lane 77.8 Lt. Lane 83.8

Remarks: **Eastbound lanes are retread. Westbound lanes are new work**

To 75 - Good
75-100 - Fair
Over 100 - Poor

CC: Deputy Highway Engineer ✓
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

RECEIVED
1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

Mr. Williams DECEIVED

OTED
W. C. WILLIAMS

July 16, 1959

West Unit, Sundial-Rooster Rock
Multnomah County
Columbia River Highway I-301(8)

FINAL COST ANALYSIS
Ckearing & Grading
Constractor: R.A. Heintz Constr. Co.

Prefix 26-1094
Project No. I-301(8)
Project No. I-248(16)

I-[illegible]([illegible])
-090

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1. Clearing & Grubbing	100%	All	20,000.00	2,976.28	2,976.28	20,000.00
2. Drainage Excav., Unclass.	2,341.73	Cu. Yd.	2.50	1.83	4,283.51	5,854.33
3. Special Borrow Excav., Uncl.	1,070,645.3	Cu. Yd.	0.21	0.248	265,624.12	224,835.51
4. General Excav., Unclass.	85,658.6	Cu. Yd.	0.20	0.236	20,217.94	17,131.72
5. Truck Haul	1,515,751	Yd. Mi.	0.1125	0.133	201,451.92	170,521.99
6. Loading & Placing Top Soil	28,045.9	Cu. Yd.	0.40	0.369	10,363.49	11,212.36
7. Finish R.B. & Slopes	100%	All	5,000	5,126.54	5,126.54	5,000.00
8. 12" Sewer Pipe	672	Lin. Ft.	1.90	1.73	1,162.68	1,276.00
9. 15" Conc. Drain Tile	470	Lin. Ft.	2.40	2.20	1,035.24	1,128.00
10. 8" C.M.P.	704	Lin. Ft.	2.40	2.27	1,598.48	1,689.60
11. 12" C.M.P.	704	Lin. Ft.	3.50	3.15	2,216.79	2,464.00
12. 18" C.M.P.	2,890	Lin. Ft.	4.30	3.78	10,937.33	12,427.00
13. 24" C.M.P.	1,508	Lin. Ft.	7.00	6.69	10,089.12	10,556.00
14. 36" C.M.P.	420	Lin. Ft.	13.68	12.13	5,093.37	5,712.00
15. 48" C.M.P.	60	Lin. Ft.	23.00	16.43	985.57	1,380.00
16. 18" Metal End Sections	13	Each	40.00	35.34	459.40	520.00
17. Concrete Manholes	1	Each	250.00	182.11	182.11	250.00
19. Reconstr. of Manholes	1	Each	100.00	74.92	74.92	100.00
20. Concrete Catch Basins	10	Each	80.00	68.68	686.80	800.00
21. Concrete Curbs	17.74	Cu. Yd.	50.00	44.87	796.06	887.00
22. Loose Riprap	1,836.3	Cu. Yd.	2.00	1.88	3,454.57	3,672.60
23. Coarse Cr. Mat'l in Base	11,944	Cu. Yd.	2.40	1.98	23,717.77	28,655.60
24. 3/4"-0 Mat'l in Base	2,279	Cu. Yd.	2.65	2.49	5,676.42	6,039.35

Final Cost Analysis - Clearing & Grading Cont'd/
W. Unit, Sundial-Rooster Rock, Col. River Hwy.

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
25. Sprinkling	180	M-Gal.	2.00	1.65	297.61	360.00
26. Preparation of Base	100%	All	500.00	330.16	330.16	500.00
27. 3/4"-0 Mat'l in Binder Crse.	60	Cu. Yd.	4.25	2.44	246.62	255.00
28. RC3 Asphalt	8.93	Tons	55.00	49.95	446.04	491.15
29. Class "B" Asph. Concrete	2,765.69	Ton	5.95	5.15	14,247.02	16,455.86
PA#1 Barbed Wire Fencing	273	Rods	5.20	4.72	1,287.99	1,419.60
PA#2 4" Gal. Iron Pipe	600	Lin. Ft.	2.10	2.10	1,291.50	1,291.50
PA#2 4" Galv. Iron Couplings	30	Each	2.50	2.50	75.00	75.00
PA#3 2" Plastic Pipe	75	Lin. Ft.	0.90	0.90	67.50	67.50
PA#3 2" Plastic Couplings	4	Each	1.50	1.50	6.00	6.00
PA#4 8" Drain Tile	620	Lin. Ft.	1.35	1.35	837.00	837.00
PA#5 Catch Basins	6	Each	100.00	68.68	412.08	600.00
PA#6 Sand, Borrow Mat'l	80	Cu. Yd.	2.00	1.66	132.82	160.00
PA#7 Dike Blanket Mat'l	2,443.7	Cu. Yd.	2.50	2.48	5,066.86	6,109.23
PA#8 Cement Adj. (Favor of State)					-6.08	-6.08
PA#8 Cement Adj. (Favor of Contr.)	3.31	Bbl.	4.60	4.60	+15.23	15.23
Install & Remove Flashing Light for Contr.	100%	All			-110.83	-110.83
Force Account					4,516.97	4,923.64
					$608,370.92	$565,585.76

Total Cost	$608,370.92
Gross Revenue	565,585.76
Net Loss	$ 42,785.16

Net Loss equals 7.56% of Gross Revenue

DETAIL OF COST - Contract No. 5090

Labor:					
Labor				$ 159,383.61	
Labor Insurance				12,826.33	
Health & Welfare				4,366.08	$ 176,576.02
Equipment Rental & Miscellaneous Supplies:					
Equipment Rental, Owned				243,305.84	
Equipment Rental, Hired				70,077.47	
Gas, Oil, and Grease				32,105.94	
Move In				7,092.82	
Miscellaneous Travel				588.35	
Insurance & Bond				4,630.15	
Telephone				237.03	
Small Tolls and Supplies				250.00	
Home Office and General Overhead				9,563.01	367,850.61
Materials:					
12" Sewer Pipe	672	Lin. Ft.	@ $0.81	544.32	
15" Conc. Dr. Pipe	470	Lin. Ft.	@ $0.94	441.80	
8" Corr. Metal Pipe	704	Lin. Ft.	@ $1.20	844.80	
12" Corr. Metal Pipe	768	Lin. Ft.	@ $2.23	1,714.30	
18" Corr. Metal Pipe	2,890	Lin. Ft.	@ $3.06	8,846.60	
24" Corr. Metal Pipe	1,508	Lin. Ft.	@ $4.72	7,122.48	
36" Corr. Metal Pipe	420	Lin. Ft.	@ $9.32	3,912.75	
48" Corr. Metal Pipe	60	Lin. Ft.	@ $12.56	753.60	
Loose Riprap	1,836.30	Cu. Yd.	@ $1.00	1,836.30	
Coarse Cr. Mat. in Base	11,944	Cu. Yd.	@ $1.25	14,930.00	
3/4"-0 Cr. Mat. in Base	2,279	Cu. Yd.	@ $1.25	2,848.75	
3/4"-0 Cr. Mat. in Binder	60	Cu. Yd.	@ $1.25	75.00	
RC3 Asphalt	8.93	Ton	@ $30.00	267.90	
18" Metal End Sections	13	Each	@ $21.96	285.48	
Grates	10	Each	@ $32.00	320.00	
2 - 4' x 16' Gates	2	Each	@ $36.00	72.00	
Posts	270	Each	@ $1.08	291.60	
Barbed Wire Fencing	18	Spools	@ $8.20	147.60	
4" Galv. Iron Pipe	615	Lin. Ft.	@ $2.10	1,291.50	
4" Galv. Couplings	30	Each	@ $2.50	75.00	
2" Plastic Pipe	75	Lin. Ft.	@ $0.90	67.50	
2" Plastic Couplings	4	Each	@ $1.50	6.00	
8" Drain Tile	620		Lin. Ft. @ $1.35	837.00	
Brace, Corner & End Posts	19	Each	@ $8.55	162.54	47,694.82
Sub-Contractors:					
Oregon Asphalt				13,691.16	
Perkins Bros.				2,558.31	16,249.47
			TOTAL COST		$ 608,370.92

Remarks - Contract No. 5090

This was a "Federal Aid Interstate Highway Project" and was to be conducted in accordance with Federal regulations applying to this class of project, calling for the construction of 3.49 miles of main highway roadbed, involving 81,000 cubic yards of general excavation and 1,019,000 cubic yards of special borrow excavation, and various connections, frontage roads and approaches.

The west end of the project is at Station 455+56, which Station is located 150 feet east of the Union Pacific Railroad undercrossing at Sundial Road. The east end of the project is at Station 650+00, which Station is approximately 1.9 miles west of the Corbett Road junction, The overall length of the project was 3.68 miles.

The project was bid October 31, 1957, clearing started November 18, 1957, and the contract was awarded December 20, 1957. Contractor started double shifts January 6, 1958. Labor strikes and high water slowed up the project. Heavy rains created slight loss of time and the hauling with Legal equipment across the bridge was a definite handicap. Project was finished January 23, 1959.

Equipment used on project was: 2-1/2-yard shovel; 1-1/2-yard shovel; 3/4-yard dragline; blade; two D9's with dozer; two DW21's with scrapers; eight DW20's with scrapers; two D8's with dozer; HD21 with dozer; two S18's with scrapers; four 16-yd. semi trailers with trucks; Seirra loader; HD16, AC21 with dozer; three 10-yard dump trucks, water wagons, roller, three D8's with carryalls, 1-1/2-yard front end loader, seven rented dump trucks, and miscellaneous tools.

Progress was good on this project with sufficient equipment in good condition. The bid was rather low on borrow and general excavation. The labor strike prolonged the time and high water in the Sandy River helped contribute to the loss. The loss was actually consumed in equipment rentals.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

[illegible] 1959
[illegible]
[illegible] HIGHWAY ENGINEER

RECEIVED
MAY - 59
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

April 24, 1959

I 301 81 (CONTRACT NO.) I-248 (16)	(EST. NO.)	(CONTRACTOR)	
5090 5090	14 Final	R. A. Heints Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9487	H242640	$ 17,036.74	4-24-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapmeske
ACCOUNTING DIVISION

Specified completion date: 125 workdays from March 1, 1958

Time Extensions: 1 extension of 25 additional days

Completion Date: January 23, 1959

Date Accepted: March 5, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: April 24, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed:

MAY 1 1959

NOTED ON CARD

RECEIVED
APR 21 1959
FOR FILING

I-301(8)
I-3[illegible]
5090

CERTIFIED MAIL April 20, 1959

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.,
Tacoma 1, Washington

Gentlemen:

State Highway Contract #5090 for work performed on the West Unit of Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County was completed by the contractor, R. A. Heintz Construction Company, on January 23, 1959, and was formally accepted by the Highway Commission on March 5, 1959.

Final payment in the amount of $17,036.74 will be released to the contractor on or after April 30, 1959. The total contract amount is $565,585.76 of which amount $4,923.64 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

A

RECEIVED
MAR - 6 1959
FOR FILING

I-20(1)
I-24(16)
[illegible])

CERTIFIED MAIL

Mar. 6, 1959

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to R. A. Heintz Construction Company in connection with Contract No. 5090, for grading on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County.

This payment, in the amount of $14,457.40, will be released to the contractor on or after March 16, 1959. The retained percentage is $16,965.43.

The State is not aware of any unpaid claims for labor or materials, and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

A

Form E-1-

I 301(8)
I [illegible](16)
5090

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #67

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 28, 1959

Section West Unit; Sundial - Rooster Rock

Kind of work Grading

Highway Columbia River County Multnomah

Section prefix 26-1094

Contractor R. A. Heintz Const. Co.

Contract number 5090

Date of contract Dec. 20, 1957

Specified work days 125

Date work started Nov. 18, 1957

Work days used 123

Project authorization . . . . . $ 614,089.13

Exclusive of engineering . . . . $ 570,420.57

Per cent of time elapsed 98.4 %

Estimated cost of completed project, exclusive of engineering . . . . $ 581,647.90

Estimated per cent overrun or . . . . 1.97 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $ 43,668.56

Engineering cost to date $ 41,701.62, 95.5 %

Date project was completed January 23, 1959

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate and final records have been completed and forwarded to Division on Friday, February 27th.

This will be the last weekly report submitted on this project.

Noted
M. N. Juve

CONSTRUCTION DIVISION
RECEIVED
MAR 2 1959
NOTED-- G | W | B | K | L
CE | ACE | ACE | | COE

Robert T. Ewen

Signed Robert T. Ewen Res. Eng'r.

Address Box 1991 Troutdale, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.53				
Miles partially completed					
Miles completed	3.53				
Total estimated quantities (contract)	1,137,000				
Total quantities corrected to date	1,184,349				
Estimated quantities moved or placed to date	"				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		Holida y
Tuesday	Fair		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

A

RECEIVED
FEB 20 1959
FOR FILING

I-321(8)
I 248(6)
5090

Feb. 18, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to R. A. Heintz Construction Company a portion of the funds heretofore retained by the Commission on Contract No. 5090, for grading on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County.

This payment, in the amount of $41,869.23, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $16,518.30. The present payment will be released on or after February 28, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

A

RECEIVED
FEB 2 1959
FOR FILING

I-301(8)
I-248(16)
5072

January 28, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on January 23, 1959, on Contract No. 9090, West Unit, Sundial-Rooster Rock Section, in Multnomah County, in connection with Federal Aid Project No. I-80N-1(9)14 [I-301(8)], I-80N-2(2)15 [I-248(16)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Mr. C. G. Swanson

DHP:lmr

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JAN 28 1959
FOR FILING

I 301(8)
I 248(16)
[illegible]

A

January 27, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on January 23, 1959, on Contract No. 5090, West Unit, Sundial-Rooster Rock Section, in Multnomah County, in connection with Federal Aid Project Nos. I-80N-1(9)14, [I-301(8)]; I-80N-2(2)15, [I-248(16)].

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

cc: Clarence G. Swenson

RECEIVED
JAN 2 1959

FOR FILING

I-[illegible]

I-211(16)

5090

Salem, Oregon
January 27, 1959

Contractors Payrolls
Contract No. 5090

Mr. Robert T. Ewen
Resident Highway Engineer
Box 1991
Troutdale, Oregon

Your attention is called to Mr. Edward's letter of January 21, 1959, regarding confirmation of submission of contractors payrolls on Interstate Projects completed after January 14.

Before Contract No. 5090, West Unit, Sundial-Rooster Rock Section in Multnomah County is accepted by the Highway Commission and final paid, it will be necessary to have this written confirmation.

D. B. Parkes
Contract Payments Engineer

DBP:bb

A

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DEC 12 1958
FOR FILING

I-301 (8)
I-24P (16)
5090

Dec. 12, 1958

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Dec. 11, 1958, had under discussion your request for 25 additional days' time within which to complete your Contract No. 5090, for grading on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County.

We are pleased to inform you that the Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Tom Edwards
A. G. Skelton
Robert Ewan

NOTED ON CARD
om

RECEIVED
NOV 20 1958
FOR FILING
I-301(8)
I-248(16)
5090

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

For Complete file
see Contract # 5042

November 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Labor Infringement Investigation
Your File 08-35.4

Dear Sir:

Reference is made to your letter of September 22 in which you requested that investigation be made into certain violations brought to light by Department of Labor inspections on the H. G. Carl Construction Company contract, Project I-324(16), now I-5-5(4)252, and the R. A. Heintz Construction Company contract on Projects I-248(16), new I-82-2(2)15, and I-301(8), new I-82-1(9)14.

In this respect, I am submitting herewith supplemental payrolls, affidavits, and other pertinent material in connection with the labor infringement investigation.

On the Heintz contract, the only infraction was the incorrect classification of some of the employees. Corrected and supplemental payrolls covering these errors along with an affidavit from one of the employees are forwarded herewith.

Missing transcripts were supplied for the Carl contract. Supplemental payrolls showing corrected classifications and back pay for two of the employees who were doing diversified work and who were not paid for part-time worked at higher classifications than shown on the original payrolls are also included. An affidavit from one of these men is included.

No evidence of willful violation of the labor regulations was found in the investigation. We wish to extend our thanks to those members of your staff who helped carry on the investigation. Their cooperation is greatly appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. Tom Edwards

RECEIVED
NOV 19 1958
FOR FILING
[illegible]
[illegible]
5090

November 17, 1958

Oregon State Highway Commission

Request for Extension of Time No. 2
December 11-12, 1958 Meeting

Gentlemen:

We have a request for an increase in time for performance of contract for the West Unit, Sundial-Rooster Rock Section, Contract No. 5090. The contractor has requested an additional 25 days in which to complete this contract without penalty.

The contractor's basis of claim for the additional time is "the failure of the State to submit the contract and bond to the contractor for execution within twenty days of the date on receiving bids, shall be considered cause for increasing the number of work days specified for the completion of the work".

This representation is true due to difficulties in obtaining right of way and in addition to this, the structural contractors have not completed their portion of the work so that the grading contractor could do his part.

In view of this, it is recommended that an extension of time be granted in the amount of 25 work days.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp:ae

cc to: Tom Edwards

OREGON STATE HIGHWAY COMMISSION

ENGINEERS RECOMMENDATION REGARDING
CONTRACTORS REQUEST
FOR
INCREASE IN NUMBER OF WORKDAYS
TO
COMPLETE CONSTRUCTION CONTRACT

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5090 Contractor [illegible] Construction Co.

Highway [illegible] Columbia

Section [illegible]

Kind of Work Grading

It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~DENIED or~~ GRANTED. The reasons for such recommendation are as follows:

See attached letter.

Recommended for Approval:

A. E. Johnson
Division Engineer

L. H. Young
Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No: 5090
Project designation Federal
State-Federal
Date awarded Dec. 20, 1957
Work started Nov. 18, 1957
Per cent completed 90 Oct. 31, 1958
Date
No. of Workdays Allowed 125
No. of Workdays Used 118
No. of Added Workdays Requested 25

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS REQUEST
FOR
INCREASE IN NUMBER OF WORKDAYS
TO
COMPLETE CONSTRUCTION CONTRACT

Oregon State Highway Commission
Salem, Oregon

Date November 1, 1958

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 125 days to 150 days, within which to complete our Contract No. 5090, without the assessment of liquidated damages. The said contract is described as follows:
Grading, West Unit, Sundial-Rooster Rock section of the Columbia River Highway.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

1. Fifty days elapsed between the bid opening and the contract award. The letting was on October 31, 1957 and the award made on December 20. Work started November 18, 1957 and was shut down by order of the State of Oregon on November 28, 1957. Work resumed on December 23, 1957.
2. The bridge contractor was allowed 200 days to complete the structures and did not start to remove the false work until October 28, 1958. It requires fifteen (15) days to complete the grading after the false work is removed.

Respectfully submitted,

R. A. HEINTZ CONSTRUCTION CO.
Contractor

By R A Heintz

CONSENT OF SURETY

Date November 1, 1958

We, UNITED PACIFIC INSURANCE COMPANY, Tacoma, Washington, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

A G Mansfield
Attorney-in-fact

Mansfield & Co
Resident Agent

(SEAL)

A. G. Mansfield

RECEIVED
SEP 2[illegible] 1958
FOR FILING

[illegible]
[illegible]
5090

September 29, 1958

Mr. Russell C. Wilson
Box 62
Troutdale, Oregon

Dear Sir:

In reply to your letter of September 13, 1958 in which you requested improvement of the access to your farm near Troutdale, I had this matter investigated in the field and found that by making certain improvements we could give your renter, Mr. Fujii, suitable access. This has been done, and I am sure that Mr. Fujii is satisfied.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. Tom Edwards

Troutdale Oregon
Sept. 13, 1958

Oregon State Highway Department
Salem, Oregon.

Gentlemen

Since you have closed the underpass close to my East Boundary on my farm. It is almost impossible for my renter to get to the North Side of Express Highway # 30 to harvest crop on that side

Would you please give this your attention and remedy same immediatley.

Yours very truly
Russell C. Wilson
Box # 62.

RECEIVED
SEP 23 1958
FOR FILING

[illegible]
I 248(11)
5090

September 23, 1958

Mr. Kaz Fujii
Fujii Brothers
Route 2, Box 815
Troutdale, Oregon

Dear Sir:

Thank you for your letter concerning the difficulty you have had negotiating the access roads near the property you are leasing from Mr. Wilson located on the West Unit of the Sundial-Rooster Rock Section of the Columbia River Highway.

Our Resident Engineer on this project, Mr. Robert Ewen, now informs us that he has installed culverts and placed about 70 cubic yards of gravel in the vicinity of your property near Station 482 and that entrance and exit to and from your property can now be made without difficulty. We sincerely hope that this problem has been solved.

Unquestionably, the construction or improvement of a highway places certain hardship on adjacent landowners as well as the traveling public. We try to do our best to minimize these hardships within economic bounds and hope that you will bear with us for the short time it will take to complete this project. If other obstacles arise which appreciably hinder the operation of your farm, please contact Mr. Robert Ewen at Box 1991, Troutdale, and discuss the problems with him.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

FBK:fp fn

September 15, 1958

Oregon State Highway Commission
Salem, Oregon

Gentlemen;

Attention of: Mr. Tom Edwards,
Construction Engineer

We are farming the land adjacent to the new water grade highway North of Troutdale.

Due to the construction work now in progress adjoining our land all of the access roads have been torn up, and it is causing considerable difficulty in the orderly harvest of our crops. If we get adverse weather and heavy rains we will be unable to get in or out with our trucks.

We will expect you to repair and fix these roads so we can harvest our crops, or we shall hold you responsible for any loss incurred.

Awaiting a reply by return mail, as time is of the essence.

Sincerely yours,

Kaz Fujii
Fujii Bros.
Route 2, Box 815
Troutdale, Oregon

CONSTRUCTION DIVISION
RECEIVED
SEP 17 1958
NOTED-- ☒ ☐ ☐ ☐ ☐
CE ACE ACE COE

REFERRED TO
By Construction Engineer

FOR FILING
301(8)
I-248 (16)
5090

When replying, refer to:
08-35.4

September 22, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the Department of Labor inspections of two Oregon Interstate projects on January 29, 1958. The projects visited were the H. G. Carl Construction Co. contract on project I-324(16), new I-5-5(4)252, and the R. A. Heintz Construction Co. contract on Projects I-248(16), new I-82-2(2)15; and I-301(8), new I-82-1(9)14. Mr. I. D. Merchant and Mr. L. L. Jensen, resident engineer, from your department accompanied Mr. E. J. Dubiel, Department of Labor Attorney, and representatives of this office to the Carl project. Mr. M. Juve, Mr. L. H. Young, and Mr. Ewen, resident engineer, represented your department on the Heinz project.

Many violations of various labor regulations were observed and enumerated in separate reports for each contract by Mr. Dubiel, dated February 10, 1958, copies of which are attached. Most of the questions raised at that time remain to be resolved as is apparent in other memoranda which are enclosed: Rothman to Enfield, April 21, 1958; French to Polk, June 25, 1958; Polk to French, July 14, 1958; Enfield to French, September 4, 1958. As a result, a complete investigation and written report of your findings pertaining to the various payroll and labor violations for both projects will be required by your department, in accordance with Policy and Procedure Memorandum 20-10.1.

In connection with the Carl contract, it is our opinion that the following actions will be necessary to satisfy minimum requirements:

1. Supplemental payrolls shall be issued showing correct classifications for all pay periods in which violations appear in accordance with the wage determination. If the foreman and assistant foreman as shown on numerous payrolls actually worked longer than 20% of their time spent on the job, the classifications corresponding to their work performed should be listed.

Orig. to Edwards

2. With respect to Mr. Dubiel's comments concerning Mr. Frank Moravec, a supplementary payroll will be necessary to show the proper classification or classifications for this man covering all payrolls in which he was listed "teamster". Extra wages which may be determined to be due this man should be shown on the supplementary payroll and correlated with the original payrolls.

3. An employee, Mr. Donald Barchers, was shown variously on different payrolls as part time operating engineer, and crane operator for which he was paid hourly rates of $3.00 and $2.86. Although these classifications are not specific it appears some underpayment is represented in comparison with the contract minimum wage rates. Similar action as with Moravec, above will be necessary.

4. No weekly payrolls are on file in this office for periods 12, 15 and 30 ending 12-5-57, 12-26-57 and 4-10-58. These should be submitted unless there is a logical reason for the omission.

Concerning R. A. Heintz Construction Company's records, supplemental payrolls will be needed showing the correct classification of all employees listed in the Company's earlier payrolls simply as "laborer". These payrolls should cover all pay periods from the time project work started to January 20, 1958.

In the case of the employee or employees who operated the belt loader (or modified elevating grader) it would appear that either the classification "Elevating grading operator" or "Any Machine Not Classified" would be acceptable. The name or names of the operator should be shown on the supplemental payroll, classified as above, and if paid at the rate of $2.98 per hour or more, no violation would be involved.

If it is determined that any employee was misclassified and received less pay than that to which he was entitled under the wage determination for the project, supplemental pay rolls should be furnished covering adjustments made.

It is requested that the investigations be expedited at the earliest date possible. If desired, we will arrange to contact your resident engineers, whom we assume will execute the investigation, and explain any of the details listed above.

Very truly yours,

C. G. Polk
Division Engineer

Encls.

RECEIVED
SEP 8 - 1958
FOR FILING
I-301(8)
REGISTERED:
OREGON
WASHINGTON
5090

IRVIN A. COOPER
CIVIL ENGINEER

TELEPHONE: CHerry 6-3453
5500 S.W. Menefee Drive
Portland 1, Oregon

file

August 29, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Automobile Collision
August 23, 1958
Columbia River Highway
near Troutdale, Oregon

Dear Sir:

I have been retained by representatives of the interested insurance companies to prepare a drawing of the area at the collision location. Mr. A. G. Skelton, division engineer and Mr. Robert Ewen, resident engineer, have been most cooperative in making available various drawings for inspection.

I desire to obtain copies of two drawings of the project entitled "West Unit Sundial - Rooster Rock Section, Columbia River Highway" (contract #5090), as follows:

ITEM I. Drawing: Sheet 3
ITEM II. An enlargement (2x or 3x) a section of sheet 3, consisting of the area from station 470 eastward.

One copy of each item will be sufficent. If your duplicating department cannot do this work, your cooperation in arranging to have it done at a commercial shop would be appreciated. In either case, please indicate your costs with the prints.

Very truly yours,

I. A. Cooper

I. A. Cooper,
Civil Engineer

[illegible]

NOTED
FORREST COOPER

RECEIVED

Sent 9-5-58

This will be billed by account Div.

FORM 2-30 SOM 8-57—6683

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1958

SUBJECT: West Unit, Sundial-Rooster Rock Section
Columbia River Highway
Contract No. 5090

To: 5090
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

File - no action contemplated.
WCW.

Resident Engineer Robert Ewen recently noticed a number of trees along the north side of the highway, but within the right of way, adjacent to the Paul Martin property, dying. He reported this and, as a result, I requested that Mark Astrup investigate the probable cause. I submit herewith a copy of Mr. Astrup's report.

You will perhaps recall that Mr. Martin has in the past requested us to cut these trees because he considered them hazardous to his fencing, life and limb, and so forth. However, the plain matter of fact is that these trees restrict the view of certain advertising signs for which Mr. Martin has leased ground.

It is my recommendation that this matter be pursued by the Legal Department with the thought in mind of taking legal action if necessary.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

[illegible] 110 - [illegible]

LHY:jc

Encl.

NOTED
FORREST COOPER

RECEIVED
AUG 1 ? 1958
OFFICE OF
STATE HIGHWAY ENGINEER

WCW

FORM E 30 25M 9 51 02519

OREGON STATE HIGHWAY DEPARTMENT

INTERDEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1958

SUBJECT Tree spray damage adjacent
to the Columbia River Highway

To: Mr. Tom Edwards
Construction Engineer
Building

Attention: Mr. L. H. Young

Mr. Kosesan has checked the spraying of the trees adjacent to the Columbia River Highway east of the Sandy River. He found that extensive spraying has been done on the north side of the highway between Stations 625 and 640 and the numerous poplars, cottonwoods and willows on the highway have been injured severely. Many of the small ones have been killed.

In this location it is impossible that the injury resulted from drift from spraying on the railroad right-of-way. The spray was directed from the open field toward the right-of-way line, resulting in a considerable amount of chemical, probably 2,4-D or 2,4,5-T, being deposited on the highway trees. The spraying was also evident on other locations on the perimeter of the field and is not confined to the trees on the right-of-way. A blanket spray application was evidently made and trees from 4 to 30 feet in height have been injured.

It is recommended that the owner, Paul R. Martin, be warned that the Department will not countenance damage to trees on the right-of-way and will take appropriate legal action if there is a recurrence. Should we wish to go further, we could state that a claim for damages will be filed as soon as the extent of injury to existing trees is known.

Mark H. Astrup
Landscape Engineer

MHA vjl
cc Mr. A. G. Skelton

L.H.Y. What action will
you take?
E

CONSTRUCTION DIVISION
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RECEIVED
JUN 13 1958
FOR FILING

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5092

June 12, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Your File: 08-35.1

Dear Sir:

Re: West Unit, Sundial-Rooster Rock Section
Columbia River Highway

Reference is made to your letter of May 29 in which you request justification for the price agreed to between the contractor and the State on Price Agreement No. 7, which was for the construction of an impervious blanket on a dike, Stations B 98+00 to B 105+00.

The work was required by the U. S. Army Engineers, and the specifications for the material to be used and the method of compaction were in accordance with the Army Engineers' requirements. They required that the impervious blanketing material of a clay nature be placed upon the dike face in one-foot layers and covered with a caterpillar tractor for three passes in order to obtain proper compaction. This was a difficult procedure, as the dike was already in place, and the blanket had to be built up from the bottom. Material suitable for the purpose was not readily available in the area, so it had to be brought from a considerable distance. We finally located a source in the vicinity of the city of Sandy, and it was hauled to the job site on legal hauling equipment over the substandard roads existing between these two points. This work was quite necessary in view of the impending high water in the Columbia River. The labor strike in the construction industry was coincident and limited our areas from which suitable material could be taken. The contractor in the end obtained his own source, which was declared suitable by the Army Engineers.

Following is our breakdown of costs for the work:

3,000 Cu. Yds. Compacted

Furnish and Load Material	$0.55
Haul 7 Miles at $0.16	1.12
Place and Compact	0.50
	$2.17
15% Overhead and Profit	0.33
Total	$2.50

We believe that the price as represented on the Price Agreement was quite fair in view of the peculiar circumstances existing at that time.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

LHY:jc me

cc Mr. Tom Edwards
Mr. S. H. Probert

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JUN 4 1958
FOR FILING

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5090

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 29, 1958

SUBJECT: W. Unit, Sundial-
Rooster Rock Section
Columbia River Highway
Contract No. 5090

To: Mr. G. S. Paxson
Ass't State Highway Engineer
Office

You will perhaps recall that we constructed a dike in the northwesterly quadrant of the Sundial-Troutdale Interchange. This was a revision of an existing dike and was covered by a permit from the U. S. Engineers. This dike as constructed was built out of materials from the borrow area off of the Martin property. The U. S. Engineers, upon seeing the dike and the material of which it was built, requested that a 4-foot impervious clay blanket be installed on the river side. This work has been done, but in order to clear the record we should secure a permit for the altered dike section.

I am submitting herewith 6 copies of cross-section and profile covering the dike as revised for the purpose of obtaining a revised permit.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

NOTED
G. S. PAXSON

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—37,500—8-56—96655

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 27, 1958

SUBJECT: Permit for Altering Dike,
West Unit, Sundial-Rooster Rock,
Contract #5090, 26-1094

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. L. H. Young

Herewith ~~six~~ seven sets prints to be used in a revised permit from the Sandy Drainage District and from the Army Engineers for the altered dike in the Troutdale Interchange area. Sketch and data for the original permit were forwarded on November 5th, 1957 and on May 15th, 1958 Mr. A. E. Johnson forwarded Price Agreement #7 which provided for doing the work. As noted in Mr. Johnson's letter, the Army Engineers objected to the material used in the relocated dike and required that we place a four foot blanket of impervious material on the river face of the dike. This work has been done on an emergency basis to beat high water in the Columbia River.

AVBenedict
A. V. BENEDICT,
Assistant Division Engineer

AVB/bd
encs.
cc: G. S. Paxson
Robert Ewen

CONSTRUCTION DIVISION
RECEIVED
MAY 28 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CDE

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 15th, 1958

SUBJECT Price Agreement No. 7
West Unit, Sundial-Rooster Rock
Pregix 26-1094, Cont. 5090

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Herewith Price Agreement No. 7 for the above subject project in the amount of $7500 to provide for placing approximately 3000 cubic yards of impervious material on the outside of the relocated dike between Stations B98+00 and B105+00.

The relocated dike was constructed of material from the Martin Borrow, the only available source of material, and after construction, the Army Engineers objected to the porous material and required that a 4 foot blanket of impervious material be placed on the outside of the dike. All available material in the immediate area of the project was investigated and tested, and found unsuitable for use. Acceptable material was found in two sources, one in the Portland area and one in the Gresham area. This Price Agreement provides that the material be supplied by the contractor, and due to the long haul of approximately 7 miles, $2.50 per cubic yard is the best price we could negotiate with the contractor.

Work was started on placing this impervious blanket on May 12, 1958 after verbal approval from Mr. Forrest Cooper to Mr. L. H. Young. Approval of this agreement is recommended.

A. E. Johnson
A. E. JOHNSON
Assistant Division Engineer

AEJ:w
Encl.
cc: Robert T. Ewen

APPROVED
TGM
Ass't Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
MAY 19 1958
NOTED ☐ ☐ ☐ ☐ ☐
CE E ACE COE

FOR

I-301(8)

I-248(16) 08:35

SU 10

file

April 29, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects I-248(16); I-301(8)
West Unit, Sundial-Rooster Rock,
Columbia River Highway

Dear Sir:

Returned herewith are all copies of Order for Extra Work No. 2 dated January 31, 1958 which you submitted with your letter dated February 19, 1958.

For the reason that, as yet, no determination has been made concerning participation in the cost of acquiring the materials site, we cannot, at this time, approve the Order.

Similarly Price Agreement No. 1, dated December 24, 1957 is being approved only as it covers fencing of the right-of-way line, Sta. 530 to Sta. 536+60.

Very truly yours,

C. G. Polk
Division Engineer

By:
E. H. Cowan
Acting Division Engineer

Attachments

Orig to SNP

RECEIVED
APR 21 1958
FOR FILING

I-301(8)+
I-248(16)
5090

April 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering removal and reinstallation of tide gate in manhole on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-301(8), I-248(16).

Due to relocating the dike adjacent to the "B" line, it will be necessary to install a tide gate in the manhole at station "B" 105+00.

The manhole at station WB 498+50 will be covered by embankment and will be inaccessible for repairs or maintenance of the tide gate now in place. This order provides for removing the tide gate at station WB 498+50 and installing it in the manhole at station "B" 105+00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
[illegible]
FOR FILING

I 301(8)
08:35
I 248(16)
5090

April 2, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects I-301(8); I248(16)
West Unit, Sundial-Rooster Rock Section,
Columbia River Highway, State Contract
No. 5090
Order for State Force Work-Seeding and
Mulching. Estimated Total Cost $8,500.
Federal Funds $7,600.

Dear Sir:

We are approving the use of State force as being in the public interest under the provisions of PPM 21-6.2, for the following reasons:

(1) The contractor on subject projects is neither properly equipped nor staffed to perform the work contemplated under the order.

(2) The State has trained men and specialized equipment to perform the work most economically.

(3) The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
[illegible]

Original to [illegible]

RECEIVED
MAR 31 1958
FOR FILING
I-301(8)+
I-248(16)
5090

March 28, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering removing overhead irrigation system and installing water line in conduit on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-301(8).

This work is necessary to clear for construction. No provisions have been made to care for the overhead irrigation system or to revise the water lines crossing the highway. Conduit will be placed under contract items.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

Contract 5090

Monthly Transaction No. 3-58	Fo 2 (5-20-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project Report No. 7	**FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
		Project No. I-301(8)

RECEIVED
MAR 19 1958
FOR FILING

I-301(8) [illegible]

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Union Pacific R.R. (Sundial) Undercrossing to Sandy River Bridge on US-30.

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	10/11/57	-
Rights-of-Way		
Construction	10/16/57	1.0
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 263,814.00	Federal funds $ 243,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By W B Sherman
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

Date executed by Division Engineer March 18, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

March 13, 1958

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Engineer
Bureau of Public Roads

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Sundial-Sandy River Section, Project No. I-301(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:cr
Encl.

FORM E-123X 60M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Engineer
Bureau of Public Roads

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Sundial-Sandy River Section, Project No. I-301(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Sundial - Sandy River Section
Columbia River Highway
Multnomah County

NATURE OF WORK:

Grading

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
5090 R. A. Heintz Constr. Co. 12-20-57

DATE OF COMPLETION: 125 Workdays from 3-1-58

REMARKS:

January 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Sundial-Sandy River Section, Project No. I-301(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:bb

Oregon State Highway Department

Federal Aid
Project No. I-301(8)

BRIDAL-SANDY RIVER SECTION
OF THE COLUMBIA RIVER HIGHWAY IN
MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on Low Bid prices.)

Salem, Oregon, December 31, 1957

Type Code P.E.

Preliminary Engineering	All Required		$ 5,000.00

Type Code 0010
Roadway (Sta. 455+56 to Sta. 509+70) (Contract No. 5090)

Clearing and Grubbing	All Required (30%)		$ 6,000.00
Drainage Excavation, Unclassified	1,020 cu.yds.	$ 2.50	2,550.00
Special Borrow Excavation, Unclassified	341,300 cu.yds.	0.21	71,673.00
General Excavation, Unclassified	43,300 cu.yds.	0.20	8,660.00
Truck Haul	395,000 yd.miles	0.1125	44,437.50
Loading and Placing Topsoil	30,000 cu.yds.	0.40	12,000.00
Finishing Roadbed and Slopes	All Required (30%)		1,500.00
12-inch Sewer Pipe	540 lin.ft.	1.90	1,026.00
15-inch Concrete Drain Tile	440 lin.ft.	2.40	1,056.00
8-inch Corrugated Metal Pipe	480 lin.ft.	2.40	1,152.00
12-inch Corrugated Metal Pipe	50 lin.ft.	3.50	175.00
18-inch Corrugated Metal Pipe	1,480 lin.ft.	4.30	6,364.00
24-inch Corrugated Metal Pipe	720 lin.ft.	7.00	5,040.00
36-inch Corrugated Metal Pipe	300 lin.ft.	13.60	4,080.00
48-inch Corrugated Metal Pipe	70 lin.ft.	23.00	1,610.00
18-inch Metal End Sections	4 only	40.00	160.00
Concrete Manholes	1 only	250.00	250.00
Adjustment of Manholes	2 only	50.00	100.00
Reconstruction of Manholes	1 only	100.00	100.00
Concrete Catch Basins	9 only	80.00	720.00
Concrete Curbs	20 cu.yds.	50.00	1,000.00
Loose Riprap	1,660 cu.yds.	2.00	3,320.00
Coarse Crushed Material in Base	13,300 cu.yds.	2.40	31,920.00
3/4" - 0 Material in Base	2,700 cu.yds.	2.65	7,155.00
Sprinkling	500 M-gals.	2.00	1,000.00
Preparation of Base	All Required		500.00
3/4" - 0 Material in Binder Course	140 cu.yds.	4.25	595.00
RC-3 Asphalt	22 tons	55.00	1,210.00

Class "Y" Asphaltic Concrete	2,560 tons	$ 5.95	$ 15,232.00
Flagging (57½% of Contractor's Cost)	All Required		$230,585.50
Seeding and Mulching			1,200.00
Move Power Poles			2,500.00
			1,000.00
	Subtotal		$235,285.50
	10% Engr. and Cont.		23,528.55
	Total		$258,814.05

Length of Roadway . . . . 0.979 mile
Length of 2 Structures . . . . 0.039 mile

Total Length 1.018 mile

Cost of Roadway Per Mile $254,237.77

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 4,000.00	$ 1,000.00
Roadway	258,814.05	239,000.00	19,814.00
	$263,814.05	$243,000.00	$20,814.05

State Funds for Const.: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 529, laws 1939.
State Funds for Maint.: Chapter 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-301(8)

SUNDIAL-SANDY RIVER SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Oct. 11, 1957

Type Code P.E.			
Preliminary Engineering	All Required		$ 5,000.00
Type Code 0010			
Roadway (Sta. 455+56 to Sta. 509+70)			
Clearing and Grubbing	All Required (30%)		4,500.00
Drainage Excavation, Unclassified	1,020 cu. yds.	$3.00	3,060.00
General Excavation, Unclassified	43,300 cu. yds.	0.28	12,124.00
Truck Haul	395,000 yd. mi.	0.20	79,000.00
Loading and Placing Topsoil	30,000 cu. yds.	1.50	45,000.00
Finishing Roadbed and Slopes	All Required (30%)		2,100.00
12-inch Sewer Pipe	540 lin. ft.	2.50	1,350.00
15-inch Concrete Drain Tile	440 lin. ft.	3.25	1,430.00
8-inch Corrugated Metal Pipe	480 lin. ft.	2.50	1,200.00
12-inch Corrugated Metal Pipe	50 lin. ft.	3.75	187.50
18-inch Corrugated Metal Pipe	1,480 lin. ft.	5.00	7,400.00
24-inch Corrugated Metal Pipe	720 lin. ft.	7.50	5,400.00
36-inch Corrugated Metal Pipe	300 lin. ft.	14.50	4,350.00
48-inch Corrugated Metal Pipe	70 lin. ft.	25.00	1,750.00
18-inch Metal End Sections	4 only	45.00	180.00
Concrete Manholes	1 only	400.00	400.00
Adjustment of Manholes	2 only	100.00	200.00
Reconstruction of Manholes	1 only	200.00	200.00
Concrete Catch Basins	9 only	75.00	675.00
Concrete Curbs	20 cu. yds.	50.00	1,000.00
Loose Riprap	1,660 cu. yds.	3.00	4,980.00
Coarse Crushed Material in Base	13,300 cu. yds.	2.25	29,925.00
3/4" - 0 Material in Base	2,700 cu. yds.	2.50	6,750.00
Sprinkling	500 M-gals.	2.50	1,250.00
Preparation of Base	All Required		2,000.00
3/4" - 0 Material in Binder Course	140 cu. yds.	5.00	700.00
RC-3 Asphalt	22 tons	60.00	1,320.00
Class "B" Asphaltic Concrete	2,560 tons	8.00	20,480.00
			$238,911.50
Flagging (57½% of Contractor's Cost)	All Required		1,200.00
Seeding and Mulching			2,500.00
Move Power Poles			1,000.00
	Subtotal		$243,611.50
	10% Engr. & Cont.		24,361.15
	Total		$267,972.65

Length of Roadway - - - - - - - - - - 0.979 Mile
Length of 2 Structures- - - - - - - - 0.039 Mile
Total Length- - - - - - - - - - - - 1.018 Miles
Cost of Roadway Per Mile- - - - - - $273,720.78

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 4,000.00	$ 1,000.00
Roadway	267,972.65	247,500.00	20,472.50
	$272,972.65	$251,500.00	$21,472.50

Oregon State Highway Department

Federal Aid
Project No. I-301(8)

SUNDIAL-SANDY RIVER SECTION
OF THE COLUMBIA RIVER HIGHWAY
IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 11, 1957

Type Code P. E.

Preliminary Engineering	All Required		$ 5,000.00

Type Code 0010
Roadway (Sta. 455+56 to Sta. 509+70)

Clearing and Grubbing	All Required (30%)		$ 4,500.00
Drainage Excavation, Unclassified	1,020 cu. yds.	$ 3.00	3,060.00
Special Borrow Excavation, Unclassified	341,300 cu. yds.	0.28	95,564.00
General Excavation, Unclassified	43,300 cu. yds.	0.28	12,124.00
Truck Haul	395,000 yd. mile	0.20	79,000.00
Loading and Placing Topsoil	30,000 cu. yds.	1.50	45,000.00
Finishing Roadbed and Slopes	All Required (30%)		2,100.00
12-inch Sewer Pipe	540 lin. ft.	2.50	1,350.00
15-inch Concrete Drain Tile	440 lin. ft.	3.25	1,430.00
8-inch Corrugated Metal Pipe	480 lin. ft.	2.50	1,200.00
12-inch Corrugated Metal Pipe	50 lin. ft.	3.75	187.50
18-inch Corrugated Metal Pipe	1,480 lin. ft.	5.00	7,400.00
24-inch Corrugated Metal Pipe	720 lin. ft.	7.50	5,400.00
36-inch Corrugated Metal Pipe	300 lin. ft.	14.50	4,350.00
48-inch Corrugated Metal Pipe	70 lin. ft.	25.00	1,750.00
18-inch Metal End Sections	4 only	45.00	180.00
Concrete Manholes	1 only	400.00	400.00
Adjustment of Manholes	2 only	100.00	200.00
Reconstruction of Manholes	1 only	200.00	200.00
Concrete Catch Basins	9 only	75.00	675.00
Concrete Curbs	20 cu. yds.	50.00	1,000.00
Loose Riprap	1,660 cu. yds.	3.00	4,980.00
Coarse Crushed Material in Base	13,300 cu. yds.	2.25	29,925.00
3/4" - 0 Material in Base	2,700 cu. yds.	2.50	6,750.00
Sprinkling	500 M-Gals.	2.50	1,250.00
Preparation of Base	All Required		2,000.00
3/4" - 0 Material in Binder Course	140 cu. yds.	5.00	700.00
RC - 3 Asphalt	22 tons	60.00	1,320.00
Class "B" Asphaltic Concrete	2,560 tons	8.00	20,480.00
			$334,475.50
Flagging (57½% of Contractor's Cost)	All Required		1,200.00
Seeding and Mulching			2,500.00
Move Power Poles			1,000.00
	Subtotal		$339,175.50
	10% Engr. & Cont.		33,917.55
	Total		$373,093.05

Length of Roadway	0.979 Mile
Length of 2 Structures	0.039 Mile
Total Length	1.018 Miles
Cost of Roadway Per Mile	$381,096.06

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 5,000.00	$ 4,000.00	$ 1,000.00
Roadway	373,093.05	344,000.00	29,093.05
	$378,093.05	$348,000.00	$30,093.05

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FOR FILING
I 301(8)+
I 248(4) 08:35
5090

February 27, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-301(8), West Unit Sundial-
Rooster Rock Sect., Columbia River Highway
Order for State Force Work, Relocation
Interchange Lighting System
Estimated Total Cost - $1,595,
Federal Funds $1,435.

Dear Sir:

Your letter of February 11, 1958 requested approval of State force account work in connection with subject project. The State proposes to use its own forces in the relocation of the State-owned illumination system on subject project.

As the contractor is neither properly equipped nor staffed to perform this type of work while the State has trained crews and special equipment to perform the work most economically and expeditiously and, also, because the amount of work is too small to warrant a separate contract, we are approving the use of State force as being in the public interest.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

[illegible] Mr. Pr[illegible]

RECEIVED
FEB 20 1958
FOR FILING
[illegible]
[illegible]
[illegible]

February 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering construction of a farm road on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-248(16), I-301(8).

In connection with procurement of the borrow area the Circuit Court of Oregon has determined that the farm road is to be relocated outside of the borrow area. Four copies of the sketch showing the location of the borrow area and relocation of the road are attached.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
DBP:cr

RECEIVED
FEB 17 1958
FOR FILING

February 11, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 277 covering relocation of State-owned lighting system on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-302(8).

It is necessary to move part of the State-owned illumination system at the Sundial and Troutdale Interchanges for grading operations. The contractor is not equipped to do this work. The State has adequately staffed electrical crews and necessary equipment available to do it at substantial saving to the tax payer. The amount is too small to let as a separate contract. Sketches of the proposed relocation are attached.

The total estimated amount of this order is $1,595 with Federal participation of $1,435.

Your approval of this order under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

NOTED
FORREST COOPER

RECEIVED
FEB 10 1958
FOR FILING

February 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-248(16) and I-301(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DHP:ia

Encl.

RECEIVED
JAN 23 1958
FOR FILING

[illegible]
[illegible]
5090

January 21, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-238 covering seeding and mulching on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5020, in connection with Federal Aid Project No. I-301(8), I-2-3(16).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews. No Oregon contractor has the necessary equipment for this work.

Your approval of this order at agreed unit prices is requested under the provisions of PPM-21-4.3.

The total amount of this order is $8,500.00 with estimated federal participation of $7,600.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
JAN 22 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
[redacted]
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

I 301(8)+
I 248([illegible])
5090

January 15th, 1958

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
P. O. Box 1806
Piedmont Station
Portland 11, Oregon

Re: West Unit, Sundial-Rooster Rock
Contract #5090

Gentlemen:

With reference to your recent request to be permitted to use the steel I beams which are now available and located at the site of the 43rd Street structure across the Banfield Freeway, I wish to advise that such use will be permitted subject to the following conditions:

1. The beams consist of four 36-inch WF 192# 72 feet long and one 36-inch WF 60 feet long.

2. These beams shall be picked up at the 43rd Street storage site, taken to the site of the work and returned to the Troutdale Maintenance Station when you are finished with them.

3. The rental for the use of these beams for a 60-day period will be $400.00.

4. It will be necessary to submit a sketch plan for approval showing the bridge across the Sandy River which you propose to construct for your hauling road. Such sketch plan shall show the span lengths, spacing of the beams, seating details and bent or abutment construction proposed. Also, diagrams of the heaviest hauling equipment to be used on the bridge shall be submitted showing axle spacings and loads.

5. The contractor agrees to compensate the State for any and all damage occurring to these beams during their period of use or to replace same in kind in case of severe damage.

Will you please show your concurrence in the above provisions for the use of these said beams by endorsing this letter in the space provided below.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY:AR

cc to: Forrest Cooper
Ivan D. Merchant

R A Heintz Const Co
Heintz Construction Company

By J S Buse

Dated Jan 16 1958

RECEIVED
JAN 13 1958
FOR FILING

5090

January 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 18, 1957, on Contract No. 5090, West Unit, Sundial-Rooster Rock Section, in Multnomah County, in connection with Federal Aid Project No. I-301(8) and I-248(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:lmr

RECEIVED
JAN 8 - 1958
FOR FILING

I

5090

January 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 277 covering relocating the State-owned power line on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-301(8).

It is necessary to relocate the State-owned feeder power line to the Troutdale Interchange illumination, due to constructing the additional traffic lanes. Work is to be done by the Portland General Electric Company. Copies of the letter of the Assistant Counsel, estimate of the Company and sketches of the revision are attached. Your approval of this order under provisions of GAM-300 is requested.

Any salvage accruing to the State on this work will be credited in accordance with the provisions of GAM-300.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:bb

Encl.

RECEIVED
JAN 7 - 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

5090

Jan. 7, 1958

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5090, awarded Dec. 20, 1957, for grading on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 10 1958
FOR FILING

January 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering relocating Portland General Electric Company power line on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-218(16), I-301(8).

This work is necessary to clear for construction. Obligation of the state to move the facilities is established by the attached copies of letter of the Assistant Counsel. Copies of the company's estimate for the work and sketches are also enclosed.

Your approval of this order under the provisions of GAM-300 is requested.

The total amount of the order is $713.86 with federal participation estimated at $642.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

RECEIVED
JAN 7 - 1958
FOR FILING

January 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering adjustment of Portland Gas and Coke Co. gas line on the West Unit, Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Contract No. 5090, in connection with Federal Aid Project No. I-[illegible](16), I-301(8).

It is necessary to lower and encase the 2" gas main to clear for construction. Obligation of the state to adjust the facilities is established by the attached copies of letter of the Assistant Counsel. Copies of the company's estimate for the work and sketches are also enclosed.

Your approval of this order under the provisions of GAM-300 is requested.

The total amount of the order is $887.50 with federal participation estimated at $799.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
DBP:cr

FORM E-123X 50M 5-57

RECEIVED
JAN 6 - 58
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. W. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5-7a

January 2, 1958

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
Power Line Adjustment
W. Unit, Sundial-Rooster Rock
Columbia River Highway
Multnomah County

Gentlemen:

Bids on the above titled project were received on October 31, 1957, and it appears that a pole located at Station 28 of the "Ja" line of the Jordan Interchange must be adjusted in order to accommodate the highway construction.

I am advised that this pole is a portion of a service line to the abutting private property which was constructed by you for the owners at their expense, and that you have indicated your willingness to do the work and that the pole may be moved and relocated at the option of the property owners.

It is requested that you proceed with the work and in order that the Highway Commission may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. R. T. Ewen, Resident Engineer, Box 1991, Troutdale, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your final billing for the work also should be submitted to Mr. Ewen.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RW
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. Tom Edwards
Mr. A. G. Skelton
Mr. R. L. Porter
Mr. F. W. Farrar
Mr. R. T. Ewen

RECEIVED
JAN 2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 10 1958
FOR FILING

December 20, 1957

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission on October 31, 1957 accepted your proposal for grading on West Unit, Sundial-Rooster Rock Section of the Columbia River Highway, Multnomah County, for the sum of $531,217 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5098.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: R. G. Savage (SIAC)

Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia St.
Seattle 4, Washington

Tom Edwards
S. H. Probert

NOTED
J. Mc C.

D

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired, otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 20, 1957

R. A. Heintz Construction Co.
211 N.E. Columbia Blvd.
Portland, Oregon

Contract for West Unit, Sundial-Rooster Rock Section of Columbia River Highway, Multnomah County, for which you submitted low bid on October 31, 1957 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files ✓
C. W. Head

RECEIVED
DEC 20 1957
FOR FILING

I 301(8)
[illegible]
770

December 20, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the West Unit of the Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County, Project I-301(8) and I-248(16), to the R. A. Heintz Construction Company of Portland, Oregon, on the basis of the bid of $531,217.00 submitted on October 31, 1957.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
[illegible] 1957
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

December 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project I-301(8) and I-248(16), West Unit, Sundial-Rooster Rock Section of the Columbia River Highway, we hereby concur as of this date in award of contract No. 5090 to R. A. Heintz Construction Company of Portland, Oregon, low bidder in the amount of $531,217.00 at the October 31, 1957 bid opening.

Very truly yours,

CG Polk
C. G. POLK
Division Engineer

FORM E-123X 80M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1957
FOR FILE
I-301(8)
I-248(16)
5690

Forrest

December 9, 1957

Portland Gas and Coke Company
Public Service Building
Portland 4, Oregon

Re: Gas Main Adjustment
W. Unit, Sundial-Rooster Rock
Columbia River Highway
Multnomah County

Gentlemen:

Bids on the above entitled project was received on October 31, 1957 and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the replacement and encasing of 170 feet of 2-inch main which crosses the highway at Highway Engineer's Station WB 508+08.

In view of the fact that this line was located on property under the terms of an easement recorded September 15, 1928, in Book 1154, Page 285 of the Multnomah County Deed Records, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of GA-300 issued by the Public Administrations on the date of May 1, 1946, it is required that you submit to Mr. Robert Ewen, Resident Engineer, Box 1991, Troutdale, your estimate of the cost of the work, segregated as to labor, equipment, rentals, materials and estimated salvage. Your final billing for the work also should be submitted to Mr. Ewen.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:bk
cc - L. H. Young ✓
Forrest Cooper
Tom Edwards
J. T. Skelton
R. L. Porter
F. W. Farrar
Robert Ewen

[illegible]
[illegible] COOPER

RECEIVED
DEC 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 8 1957
FOR FILING

I-301(8)
I-248(16)
5090

November 7, 1957

County of Multnomah
Board of County Commissioners
County Courthouse
Portland 4, Oregon

Gentlemen:

We are enclosing for the records and files of Multnomah County, a fully executed copy of a throughway agreement between the State Highway Commission and Multnomah County restricting the construction of county roads intersecting the Sun Dial-Rooster Rock Section of the Columbia River Highway.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
NOV 8 1957
FOR FILING

Salem, Oregon
November 7, 1957

MISC. CONTRACTS and
AGREEMENTS No.

Mr. C. G. Swenson
City & County Relations Dept.
Office

Attached is a conformed copy of a throughway agreement with Multnomah County restricting the construction of county roads intersecting the Sun Dial Road-Rooster Rock Section of the Columbia River Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Multnomah County Court.

Secretary

rn
Attach: 1

COMMISSIONERS
M. JAMES GLEASON
AL. L. BROWN
JACK BAIN

COUNTY OF MULTNOMAH

BOARD OF COUNTY COMMISSIONERS

COUNTY COURTHOUSE
PORTLAND 4, OREGON

October 30, 1957

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

We are transmitting herewith, copy of Order of the Board of County Commissioners dated October 29, 1957, in the matter of the execution of an Agreement with the State of Oregon restricting the construction of county roads intersecting the Sun Dial Road-Rooster Rock Section of the Columbia River Highway, State Primary Highway No. 2, as a throughway, together with Agreement in duplicate for execution by the State and return of one fully executed copy for our files.

Yours very truly,

BOARD OF COUNTY COMMISSIONERS

By Delia R. Gloss
Clerk of Board

DD
Enc. Copy of Order
Agreement in duplicate

FORM E-123X 50M 6-57
RECEIVED
OCT 29 1957

COMMISSIONERS
[illegible] H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-301(8)
I-248(6)
5090

October 28, 1957

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
Power Line Adjustment
W. Unit, Sundial-Rooster Rock Section
Columbia River Highway
Multnomah County

Gentlemen:

Bids on the above titled project will be received on October 31, 1957, and it appears that certain of your facilities must be adjusted in order to accommodate the highway construction.

This work consists of the adjustment of an existing line crossing the highway near Highway Engineer's Station 509. Apparently the poles for this line were placed on private property under the terms of an unrecorded easement dated April 27, 1937, and renewed on April 27, 1942 and March 20, 1957.

It will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the rearrangement of your facilities, exclusive of any improvements in the value of your facilities not made necessary by the rearrangement thereof and with credit for proper salvage value derived from your existing facilities.

In order that we may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. Robert T. Ewen, Resident Engineer, Box 1991, Troutdale, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your final billing for the work also should be submitted to Mr. Ewen.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. A. G. Skelton
Mr. R. L. Porter
Mr. Robert T. Ewen
Mr. F. W. Farrar

FILE
FORREST COOPER

RECEIVED
OCT 29 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

J-301(8)
J-248(16)
5(19)

October 28, 1957

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
State Highway Dept. Power Line
W. Unit, Sundial-Rooster Rock
Columbia River Highway
Multnomah County

Gentlemen:

Bids on the above titled project will be received on October 31, 1957, and it appears that certain power line facilities must be adjusted.

This work involves a service line to the illumination facilities at the existing interchange at Troutdale. The existing line is on the southerly side of the existing road between Highway Engineer's Stations 494 and 510 and was constructed by you for this Department. Reimbursement was made to you so that this is a private facility, and it will be the obligation of the State Highway Commission to make proper reimbursement to you.

In order that we may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. Robert T. Ewen, Box 1991, Troutdale, resident engineer on the project, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your final billing for the work also should be submitted to Mr. Ewen.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. A. G. Skelton
Mr. R. L. Porter
Mr. Robert T. Ewen
Mr. F. W. Farrar

[illegible] FORREST COOPER

RECEIVED
OCT 28 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

OREGON DISTRICT

I 242(16)

5090 08-35

File R

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 10, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Troutdale-Sundial Road
Interchange, US 30

Dear Sir:

We have your preliminary plans for the West Unit, Sundial-Rooster Rock Section, Columbia River Highway containing the above mentioned interchange.

In a letter from our Regional office dated September 25, 1957, of which you have a copy, it was recommended that the frontage roads be operated one way because, "Intersection conflicts would be reduced, the hazard of vehicles entering the off ramps in the NE and SW quadrants in the wrong direction would be reduced, and the 'wrong side' headlight problem would be eliminated". We concur in this recommendation and request assurance that it will be followed.

The Region further recommends that the north side frontage road be alined with the on ramp rather than the frontage road connection to Sundial Road. While this may appear desirable at this time, we realize future ramp development may remove the advantage and it is not considered necessary to make the change at this time.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

Copies to Elder

NOTED
COOPER

RECEIVED
OCT 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 3 1957
FOR FILING

Salem, Oregon
September 30, 1957

Throughway Agreement, Multnomah County:
Sun Dial Road-Rooster Rock Section
Columbia River Highway No. 2

Mr. Leonard I. Lindas
OFFICE

The State Highway Commission plans to call for bids on the subject named project at its October 31-November 1 meeting. It is requested that an agreement be prepared covering the following points:

RECITALS: Standard paragraphs.

THINGS TO BE DONE BY STATE:

1. State shall construct and thereafter maintain the Sun Dial-Troutdale Interchanges as shown colored in green on attached Exhibit "A."

2. State shall construct and thereafter maintain the Jordan Interchange as shown colored in green on the attached Exhibit "A."

3. State shall construct and thereafter maintain the Corbett Interchange as shown colored in green on the attached Exhibit "A."

4. State shall reconstruct and thereafter maintain a connection connecting Airport Road to the Sun Dial-Troutdale Interchanges. The approximate portion of said connection is colored in green on the attached Exhibit "A."

5. State shall reconstruct a connection connecting Corbett Hill Road to the Corbett Interchange. The approximate portion of said connection is shown colored in orange on the attached Exhibit "A."

6. State shall close Corbett Hill Road at the southerly right-of-way boundary line of the ~~U.P.R.R.~~ throughway as shown by means of a red line on said Exhibit "A."

THINGS TO BE DONE BY COUNTY:

1. County, by execution of this agreement, approves the plans attached hereto marked Exhibit "A."

2. County consents, upon project completion by State, to the provisions described and set forth in paragraphs 1, 2, and 3 under THINGS TO BE DONE BY STATE.

3. County consents, upon project completion by State, to the provisions described and set forth in paragraphs 4 and 5 under THINGS TO BE DONE BY STATE.

4. County consents to the closure of Corbett Hill Road as described and set forth in paragraph 6 under THINGS TO BE DONE BY STATE.

5. County consents to use by State for state highway purposes of that portion of Corbett Hill Road shown colored in yellow on the attached Exhibit "A."

6. County agrees, in accordance with ORS 374.065, that no county roads shall be constructed running into or intersecting the throughway without the written approval of the State.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of the exhibit will be furnished by the County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson

RECEIVED
SEP 17 1957
~~FOR FILING~~

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12th, 1957

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Preliminary estimates indicate the grading on the West Unit, Sundial-Rooster Rock Section at $500,000 and the grading on the East Unit at $800,000. I had originally set these units up separately due to the fact that one is a dirt borrow and one is a rock borrow. However, the overall job will not be too large to let together.

Please advise your wishes. I would recommend a single job.

Tom Edwards
Construction Engineer

TE:AR

Original to:
Edw.
Single unit approved
Cooper

RECEIVED
SEP 3 - 1957
FOR FILING

August 27, 1957

Mr. Robert D. Shaw
1705 S. E. 24th
Portland 15, Oregon

Dear Sir:

Thank you for your letter of August 26, 1957 in which you refer to the Sundial-Rooster Rock Park Section of the Columbia River Highway. The Highway Commission has been aware of the congestion during peak hours on this unit and several months ago ordered a survey made for the converting of this unit to a four-lane facility. The surveys are now completed, and it is anticipated that the construction work will be started in the near future. When the project is completed we will have a standard four-lane freeway facility.

Attempting to convert the present facility to a four-lane section by use of the shoulders would hardly be feasible, as the width is quite inadequate and the surfacing on the shoulders is such that it would not bear up under the heavy load of traffic. Existing shoulders are surfaced with a light oil treatment only, which is inadequate.

We appreciate your interest in the matter and thank you for your letter.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

FORM E-123X 80M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
AUG [illegible] 1957
FOR FILING

August 27, 1957

NOTED
W. C. WILLIAMS

Mr. Robert D. Shaw
1705 S. E. 24th
Portland 15, Oregon

Dear Sir:

Thank you for your letter of August 26, 1957 in which you refer to the Sundial-Rooster Rock Park Section of the Columbia River Highway. The Highway Commission has been aware of the congestion during peak hours on this unit and several months ago ordered a survey made for the converting of this unit to a four-lane facility. The surveys are now completed, and it is anticipated that the construction work will be started in the near future. When the project is completed we will have a standard four-lane freeway facility.

Attempting to convert the present facility to a four-lane section by use of the shoulders would hardly be feasible, as the width is quite inadequate and the surfacing on the shoulders is such that it would not bear up under the heavy load of traffic. Existing shoulders are surfaced with a light oil treatment only, which is inadequate.

We appreciate your interest in the matter and thank you for your letter.

Very truly yours,

Forrest Cooper

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

August 26, 1957

Open Letter to:

Oregon Highway Department
Salem, Oregon

Re: U. S. Highway 30
Section - Rooster Rock Park to Troutdale, Oregon

Dear Sirs:

It is quite apparent that some immediate action should be taken by your Department to relieve the terribly congested traffic conditions on the above designated section of Highway 30. This condition is probably of paramount conern to your department already, and, you may be looking for "recommendations" or "ways and means" to relieve this potential "death trap".

The problem could be solved this week, simply by painting "four solid yellow lines" ! Make the present "center line" into two solid "yellow lines", and, then divide the present single lanes on either side of the present "center" line. This is feasible and practical for I, and a few others, have driven most of the way, both ways, on this section, on the "shoulder-side" of the highway, the last two Sundays, allowing traffic coming up from the rear to pass. There is plenty of room for the slower moving traffic to "stay to the far right", and, allow others who want to "move along" to pass, without crowding any line of what would be four lines of traffic. Because there is a slight "slope" to the present "outside portion" of the highway, that line of traffic should be restricted by "posting" to either 35 or 40 MPH.

Traffic along this strip has been remarkably "well-behaved", considering; but, there are some individuals who do "take chances" in passing on either the left or right side of the present "lines of traffic", which is at present being held up by unthinking "slow" drivers, "Sunday-Drivers", and, persons taking left turns off the highway onto some unmarked road. They frequently "halt" the line of traffic while they wait to turn left against the heavy oncoming traffic. It is a nightmare for most people, drivers and passengers, to negotiate this strip of road.

There is no good reason why this can't be done, and, this week! We used to "expedite" or "facilitate", for emergencies sake; many, many times in the Services, when it meant the "lives of our men"; and, here it is lives of men, women, and children.

ILED
ORREST COOPER

(over)

Rooster Rock & Benson Parke enthusiasts, Vacationers to Oregon, Vacationers in Oregon, would all be much happier, and above all, safer, if this "STRIP" was taken care of.

Robert D. Shaw

Robert D. Shaw
1705 S. E. 24th
Portland 15, Oregon

RECEIVED
AUG 27 1957
OREGON
STATE HIGHWAY COMMISSION

S-49(4) Hay Canyon-John Day River 1957
Sec. (Grad. & Oiling)
#5091

RECEIVED
SEP 15 1959
FOR FILING

[illegible]

– 71

September 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending two copies of revised final voucher for the Hay Canyon-John Day River Section, Project No. S-49(4). The voucher was submitted, originally, for $20,153.00, but a subsequent State audit of one utility bill has resulted in the amount elgible for reimbursement to be $19,798.00.

Submission of the revised voucher conforms with provisions under the Secondary Road Plan for a State audit of participating utility costs prior to final voucher submission.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DAR:mfh

FORM E-122
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

RECEIVED
SEP - 3 1959
FOR FILING

S-49(4)

3291

A

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 2, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads

Re: Utility Billing-Final Voucher
Oregon Project S-49 (4)
The Pacific Power And Light Company

Dear Mr. Polk:

A 100% audit has been made of the utility billing on the subject voucher in accordance with the provisions of the Approved Secondary Road Plan (unqualified approval).

No citations were made on this billing and the total amount of $444.44 as claimed by The Pacific Power And Light Company is approved, as substantiated by audit work papers in State files, and claimed as eligible for Federal Participation in accordance with Bureau of Public Roads PPM 30-4.

Very truly yours,

W. C. Williams
State Highway Engineer

By:
C. H. Maison
Auditor

cc: R. L. Porter
General Files ✓

FORM 2-120-X

COMMISSIONERS
H. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
AUG 2[illegible] 1959

S 49(4)

5391

August 27, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads

Re: Utility Billing-Final Voucher
Oregon Project S-49 (4)
Hay Canyon Telephone Co-op

Dear Mr. Polk:

An audit has been made of the utility billing on the subject voucher in accordance with the provisions of the approved Secondary Road Plan (unqualified approval).

Citations were made for this total billing based upon failure of utility to maintain substantiating records or comply with regulations as required by PPM 30-4 and revealed by audit work papers in State files.

As claimed by Hay Canyon Telephone Co-op	$342.70
Less	342.70
Amount claimed and eligible for Federal Participation	(None)

Very truly yours,

W. C. Williams
State Highway Engineer

By:
C. H. Maison
Auditor

CHM:hs

cc: R. L. Porter
General Files

FORM E-[illegible]-X 37.5M 10-56

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 27, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads

Re: Utility billing-Final Voucher
Oregon Project S-49 (4)
Wasco Electric Co-op, Inc.

Dear Mr. Polk:

A 100% audit has been made of the utility billing on the subject voucher in accordance with the provisions of the approved Secondary Road Plan (unqualified approval).

Citations were made in the amount of $231.17 based upon failure of utility company to comply with regulations as required by PPM 30-4 and revealed by audit work papers in the state files.

As claimed by Wasco Electric Co-op, Inc.	$2254.86
Less	231.17
Amount claimed and eligible for Federal participation	$2023.69

Very truly yours,

W. C. WILLIAMS
State Highway Engineer

By:

C. H. Maison
Auditor

CCH:jm

cc: R. L. Porter
General Files ✓

files

RECEIVED
- 1958
~~FOR FILING~~
S 49(4)
(CONTRACT NO.) 5091

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 29, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5091	8 - F	Earl L. McNutt Co.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
24751	H 226686	$ 8,968.83 10/29/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Dona Weisenhaus
ACCOUNTING DIVISION

Specified completion date: 120 workdays from 3-1-58

Time Extensions: None

Completion Date: Sept. 12, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 29, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 29 1958
GKW

NOTED ON CARD
Om

RECEIVED
OCT 20 1958
FOR FILING

2 11 40

5091

Oct. 17, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5091, for grading and oiling on the Hay Canyon-John Day River Section of the Wasco-Heppner Highway in Sherman County was completed by the contractor, Earl L. McNutt Co., on Sept. 12, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $8,968.83 will be released to the contractor after acceptance by the Commission. The total contract amount is $299,393.89, of which amount $9,369.03 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
SEP 29 1958
FOR FILING

2-49(a)

5091

Sept. 26, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Earl L. McNutt Company in connection with Contract No. 5091, covering grading and oiling on the Hay Canyon-John Day River Section of the Wasco-Heppner Highway in Sherman County.

This payment, in the amount of $18,169.57, will be released to the contractor on or after October 6, 1958. The retained percentage is $8,982.22.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
FOR FILING

September 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 12, 1958, on Contract No. 5091, Hay Canyon-John Day River Section, in Sherman County, in connection with Federal Aid Project No. S-49(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence C. Samson

DBP:lmw

A

Form E-1—10M

S-119(4)
5091

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept.12, 19 58

Section Hay Canyon-John Day River

Highway Wasco-Heppner County Sherman

Contractor Earl L. McNutt Company

Date of contract Dec.23, 19 57

Date work started Jan.6, 19 58

Project authorization $ 344,853.00

Exclusive of engineering $ 320,330.12

Kind of work Grading & Oiling

Section prefix 128-1035

Contract number 5091

Specified work days 120

Work days used 96

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering . . . $ 306,876.56

Estimated per cent overrun or underrun . . . -3.33 %

Per cent of contract completed, based on total contract price . . . 102.3 %

Engineering authorization $ 24,522.88

Engineering cost to date $ 26,500.00, 108.1 %

Date project was completed Sept. 12, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Clarambeau completed all work on guard rails and moved off the Job.

This is the final weekly report.

NOTED
FORREST COOPER

CONSTRUCTION DIVISION
RECEIVED
SEP 15 1958
NOTED-- CE ACE ACE COE

Noted
M. N. Juve

NOTED
C. E. PAULS

Signed Vernon E. Shull

Address Box 420, The Dalles, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.28	8.24		8.24	
Miles partially completed	"	"		"	
Miles completed	"	"		"	
Total estimated quantities (contract)	184,000	61,950		620	
Total quantities corrected to date	171,294.6	61,333		615	
Estimated quantities moved or placed to date	171,294.6	61,333		615	
Average daily quantities	0	0		0	
Average daily quantities necessary to complete project on time	0	0		0	
Number shifts per day	0	0		0	
Hours per shift	0	0		0	
Average force on project for week	0	0		0	

Men	5 (Clarambeau)
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	1 Flat Bed
Men and tractors	1 (Wheel)

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., 1 Punch. ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy	0	
Tuesday	Clear	0	
Wednesday	Cloudy	0	
Thursday	Clear	0	
Friday	Cloudy	0	
Saturday			

Contract # 3091

RECEIVED
MAR 6 - 1958
FOR FILING

Monthly Transaction No. 3-23	For(5-23-57)	Oregon
Project Report No. [illegible] 3 [illegible]	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **FEDERAL-AID PROJECT AGREEMENT**	County **Sherman**
		Project No. **S-49(4)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Hay Canyon-John Day River Section, approx. 8.3 miles west of Gilliam County Line to Gilliam County Line (SH-300).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	11/15/57	-
Rights-of-Way		
Construction	11/15/57	8.3
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 342,274.00	Federal funds $ 211,800.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By ______________________
Member, State Highway Commission
(title)

By ______________________
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By ______________________
Division Engineer

Date executed by Division Engineer **March 4, 1958**

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

USComm-DC 11169

February 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Hay Canyon-John Day River Section, Project No. S-49(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:bb

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Hay Canyon - John Day River Section
Wasco-Heppner Highway
Sherman County

NATURE OF WORK:

Grading and Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
5091 Earl L. McNutt Co. 12-23-57

DATE OF COMPLETION: 120 Workdays from 3-1-58

REMARKS:

January 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Hay Canyon-John Day River Section, Project No. S-49(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BMC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-49(4)

HAY CANYON-JOHN DAY RIVER SECTION OF THE WASCO-HEPPNER HIGHWAY IN SHERMAN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

Type Code P.E.

Preliminary Engineering	All Required		$ 8,000.00

Type Code 5231
Roadway (Sta. 25+00 thru Equa. 279+13.14 = 126+67.20 to Sta. 303+92.50)
(Contract No. 5091)

Clearing and Grubbing	All Required		$ 5,000.00
Drainage Excavation, Unclassified	260 cu. yds.	$ 2.50	650.00
General Excavation, Unclassified	184,000 cu. yds.	.38	69,920.00
Short Overhaul	207,000 yd. sta.	.01	2,070.00
Long Overhaul	970 C-yd. sta.	.40	388.00
Finishing Roadbed and Slopes	5.22 miles	600.00	3,132.00
Rounding Cutbanks	12,500 lin. ft.	.15	1,875.00
18-inch Corrugated Metal Pipe	1,300 lin. ft.	4.60	5,980.00
24-inch Corrugated Metal Pipe	120 lin. ft.	7.00	840.00
36-inch Corrugated Metal Pipe	80 lin. ft.	13.00	1,040.00
48-inch Corrugated Metal Pipe	100 lin. ft.	17.50	1,750.00
78-inch Corrugated Metal Pipe	240 lin. ft.	44.50	10,680.00
84-inch Corrugated Metal Pipe	350 lin. ft.	48.00	16,800.00
Metal Sight Posts	210 only	2.70	567.00
Metal Guard Rail	4,000 lin. ft.	2.50	10,000.00
Coarse Crushed Material in Base	45,500 cu. yds.	1.90	86,450.00
3/4" - 0 Material in Base	10,500 cu. yds.	2.10	22,050.00
Sprinkling	2,100 M-gals.	2.00	4,200.00
Preparation of Base	8.24 miles	100.00	824.00
3/4" - 0 Material in Binder Course	950 cu. yds.	3.00	2,850.00
Furnishing and Placing Aggregates	5,000 cu. yds.	3.80	19,000.00
RC-3 Asphalt	150 tons	45.00	6,750.00
120-150 Asphalt	360 tons	42.00	15,120.00
RS-1 Asphalt	110 tons	45.00	4,950.00
			$292,886.00
Flagging, (57½% of Contractor's Cost)	All Required		1,000.00
Widen Previously Graded Section	All Required		5,000.00
Move Power Poles	All Required		2,500.00
Move Telephone Poles	All Required		2,500.00
	Subtotal		$303,886.00
	10% Engr. & Cont.		30,388.60
	Total		$334,274.60

Length of Roadway . . . . 8.245 miles
Cost of Roadway per mile. $40,542.70

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 8,000.00	$ 4,800.00	$ 3,200.00
Roadway	334,274.60	207,000.00	127,274.60
	$342,274.60	$211,800.00	$130,474.60

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

5091

08-35

February 26, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-49(4)
Hay Canyon-John Day River Section
Order for State Force Work,
Seeding and Mulching
Estimated Total Cost - $2,400
Federal Funds - $1,460

Dear Sir:

Your letter of February 17, 1958 requested approval of State Force Account Work in connection with subject project. The State proposes to use its own forces in the installation of horizontal drains.

As the contractor is neither properly equipped nor staffed to perform this type of work while the State has trained crews and special equipment to perform the work most economically and also because the amount of work is too small to warrant a separate contract, we are approving the use of State force as being in the public interest.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Orig to SHP

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FEB 19 1958

FOR FILING

February 17, 1958

Mr. [illegible]
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224, 230 covering seeding and mulching of the Hay Canyon-John Day River Section of the Wasco-Heppner Highway in Sherman County, Contract No. 5091, in connection with Federal Aid Project No. S-40(4).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The state has the necessary special equipment operated by experienced crews, to do the work more economically than by separate contract. The amount is too small to warrant a separate contract as no contractor in this area has the special equipment necessary.

The total estimated amount of the order is $2,400. with Federal participation of $1,460.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

RECEIVED
JAN 23 1958

FOR FILING
[illegible]
5091

January 21, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering relocating Pacific Power and Light Company power poles on the Hay Canyon-John Day River Section of the Wasco-Heppner Highway in Sherman County, Contract No. 5091, in connection with Federal Aid Project No. S-40(4).

This work is necessary to clear for construction. The obligation of the state to reimburse the Pacific Power and Light Company is established, by the letter of the Assistant Counsel, copies of which are attached. Copies of the company's estimate of the work and sketch are also attached.

Your approval of this order under the provisions of PPM-30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBB:er

files

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JAN 9 - 1958
FOR FILING

Survey

[illegible]

January 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 6, 1958, on Contract No. 5091, Hay Canyon-John Day River Section, in Sherman County, in connection with Federal Aid Project No. S-49(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:bb

RECEIVED
JAN 7 - 1958
FOR FILING

FORM [illegible]

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

5091

Jan. 7, 1958

Earl L. McNutt Co.
351½ East Broadway
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5091, awarded Dec. 23, 1957, for grading and oiling on the Hay Canyon-John Day River Section of the Wasco-Heppner Highway in Sherman County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 10 1958
FOR FILING

5091

December 23, 1957

Earl L. McNutt Co.
351½ Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957 accepted your proposal for grading and oiling the Hay Canyon-John Day River Section of the Wasco-Heppner Highway, Sherman County, for the sum of $292,886 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5091.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc
cc: Pacific Builder & Engineer
2418 Third Ave.
Seattle 1, Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia St.
Seattle 4, Washington

R. G. Savage (SIAC)
Tom Edwards
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
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E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 23, 1957

Earl L. McNutt Co.
351½ Broadway
Eugene, Oregon

Contract for Hay Canyon-John Day River Section of Wasco-Heppner Highway, Sherman County, for which you submitted low bid on December 5, 1957 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
C W Head
Files ✓

RECEIVED
16 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 13, 1957

5-91

Mr. Russel Belshee, President
Hay Canyon Telephone Co-op.
Moro, Oregon

Re: Hay Canyon Telephone Co-op.
Telephone Line Adjustment
Hay Canyon-John Day River Section
Wasco-Heppner Highway
Sherman County

Dear Mr. Russell:

Bids on the above titled project were received on December 5, 1957 and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This work involves the raising of your existing line at two crossings of the relocated highway at Stations 146+20 and 164+90.

In view of the fact that your poles and line were located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the adjustment of the facilities exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with these conditions of GAM-300 issued by the Public Road Administration on the date of May 1, 1946, it is requested that you submit your estimate of costs to Mr. Vernon Shull, Resident Engineer, Box 420, The Dalles, and from whom further details may be obtained. This estimate should show the cost of the work segregated as to labor, equipment rentals, materials and estimated salvage. The final billings for the work also should be submitted to Mr. Shull.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:bk
cc - L. H. Young
Forrest Cooper ✓
Tom Edwards
Dean Swift
F. W. Farrar
Vernon Shull

RECEIVED
DEC 13 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1957
FOR FILING

5091

December 9, 1957

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Re: Power Line Adjustment
Hay Canyon-John Day River Section
Wasco-Heppner Highway
Sherman County

Gentlemen:

Bids on the above entitled project were received on December 5, 1957 and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of two poles in the vicinity of Highway Engineer Station 33+00.

In view of the fact that these poles are located on private property under the terms of a service agreement dated January 19, 1942, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of GAM-300 issued by the Public Administrations on the date of May 1, 1946, it is required that you submit to Mr. Vernon Shull, Resident Engineer, Box 420, The Dalles, your estimate of the cost of the work, segregated as to labor, equipment, rentals, materials and estimated salvage. Your final billing for the work also should be submitted to Mr. Shull.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:bk
cc - L. H. Young
Forrest Cooper ✓
Tom Edwards
Dean Swift
R. L. Porter
F. W. Farrar
Vernon Shull

RECEIVED
DEC 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 8-57

RECEIVED
DEC 11 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

1-44.4)

Forrest

5091

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 9, 1957

Wasco Electric Co-op
105 E. Fourth Street
The Dalles, Oregon

Re: Wasco Electric Co-op
Power Line Adjustment
Hay Canyon-John Day River Section
Wasco-Heppner Highway
Sherman County

Gentlemen:

Bids on the above entitled project were received on December 5, 1957 and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the raising of crossings near Highway Engineer's Stations 132+00 and 236+30 and the moving of the line located on the southerly side of the highway near Station 203. Your lines which parallel the old highway and crosses the new highway at Stations 145+00 and 164+00 need no adjustment.

In view of the fact that your facilities are located on private property under the terms of unrecorded easements dated December 27, 1946 and February 23, 1957, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of GAM-300 issued by the Public Administrations on the date of May 1, 1946, it is required that you submit to Mr. Vernon Shull, Resident Engineer, Box 420, The Dalles, your estimate of the cost of the work, segregated as to labor, equipment, rentals, materials and estimated salvage. Your final billing for the work also should be submitted to Mr. Shull.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:bk
cc - L. H. Young
Forrest Cooper ✓
Tom Edwards
Dean Swift
R. L. Porter
F. W. Farrar
Vernon Shull

RECEIVED
DEC 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 28 1957
FOR FILING

X-49([illegible])

5082

Salem, Oregon
August 27, 1957

Hay Canyon-John Day River Section

Tom Edwards
Construction Engineer
Office

The taking of options on rights of way for the Hay Canyon-John Day River Section may be commenced at once.

The taking of deeds should not be started for about six weeks.

S. H. Probert
Office Engineer

SHP:ia

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1957

SUBJECT: Programming Right of Way
Hay Canyon-John Day River
Wasco-Heppner Highway

To: Mr. S H. Probert
Office Engineer
OFFICE

Will you please institute necessary procedures for programming a right of way acquisition on the above named section. Please let me know when right of way acquisition may start.

Tom Edwards
Construction Engineer
By D. J. Barbee
D. J. Barbee
Ass't Construction Engineer

DJB:jk

RECEIVED
JUL 16 1957
FOR FILING

5-49(4)

5091

July 16, 1957

Oregon State Highway Commission

Gentlemen:

Our present two-year program has an allotment of $515,000 for acquisition of right of way and construction (using an C-11 surface type) on the Hay Canyon-John Day River Section of the Wasco-Heppner Secondary Highway in Sherman County. I am attaching a copy of a map on which the route of the survey is indicated and on which the cross section to which it is to be built is shown.

This matter will be on the agenda for your consideration at the meeting on August 8-9, and it is my recommendation that you approve the survey and grant authority for acquisition of the right of way.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards
Mr. R. L. Porter

FC:me fn

FORM 530—90M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1957

SUBJECT: Survey Approval Map
Hay Canyon-John Day River Section
Wasco-Heppner Highway
Sherman County

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am attaching seven copies of the above named map for Commission action.

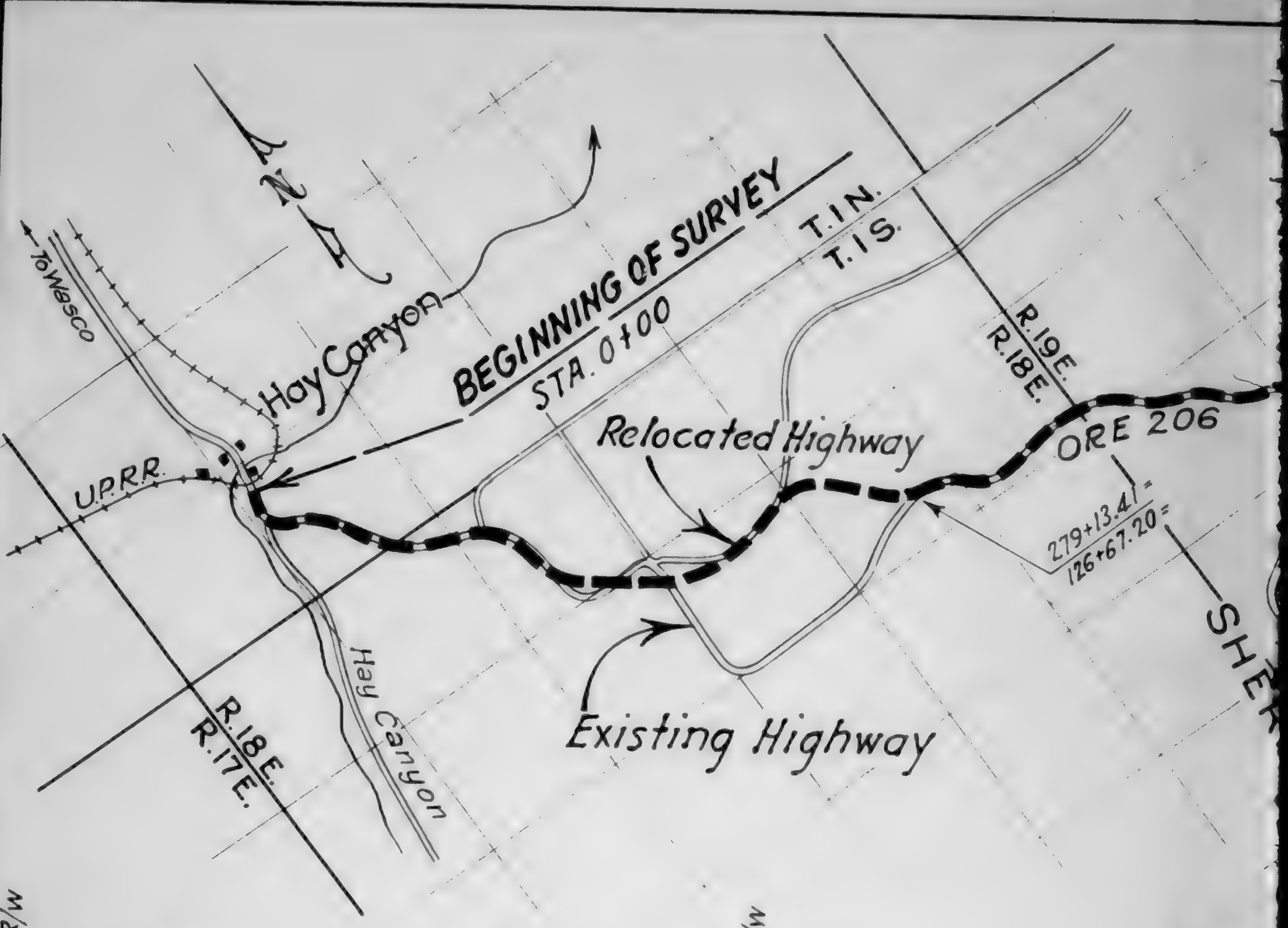
Tom Edwards
Construction Engineer
By D J Barbee
D. J. Barbee
Ass't Construction Engineer

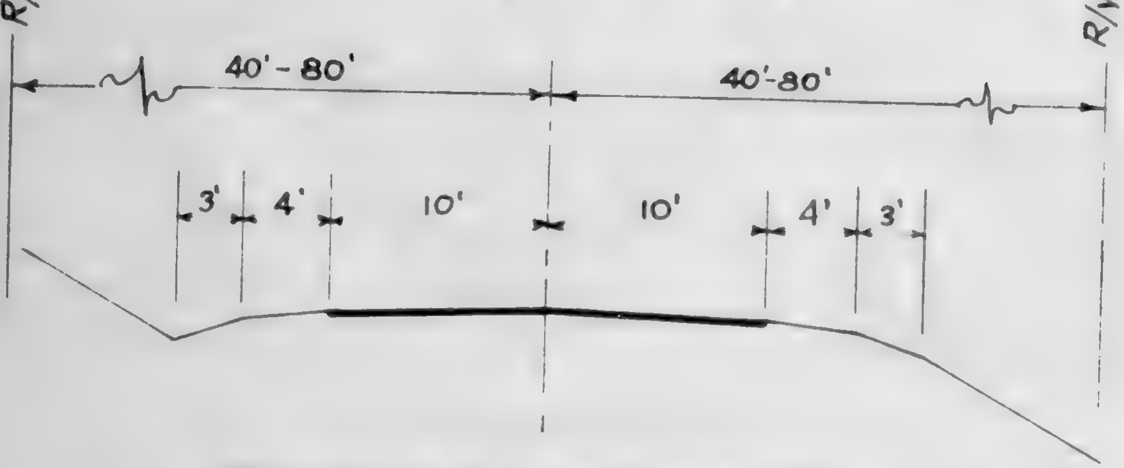
DJB:dmv

Attachments-7

NOTED
FORREST COOPER

RECEIVED
JUL 12 1957
OFFICE OF
STATE HIGHWAY ENGINEER


To Wasco
Hay Canyon
BEGINNING OF SURVEY
STA. 0+00
T.1N.
T.1S.
R.19E.
R.18E.
Relocated Highway
ORE 206
279+13.41 =
126+67.20 =
SHER
U.P.R.R.
Existing Highway
Hay Canyon
R.18E.
R.17E.


R/W
R/W
40'-80'
40'-80'
3'
4'
10'
10'
4'
3'

TYPICAL SECTION

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date July 15, 1957

OREGON STATE HIGHWA
Survey Appr

HAY CANYON - JOHN

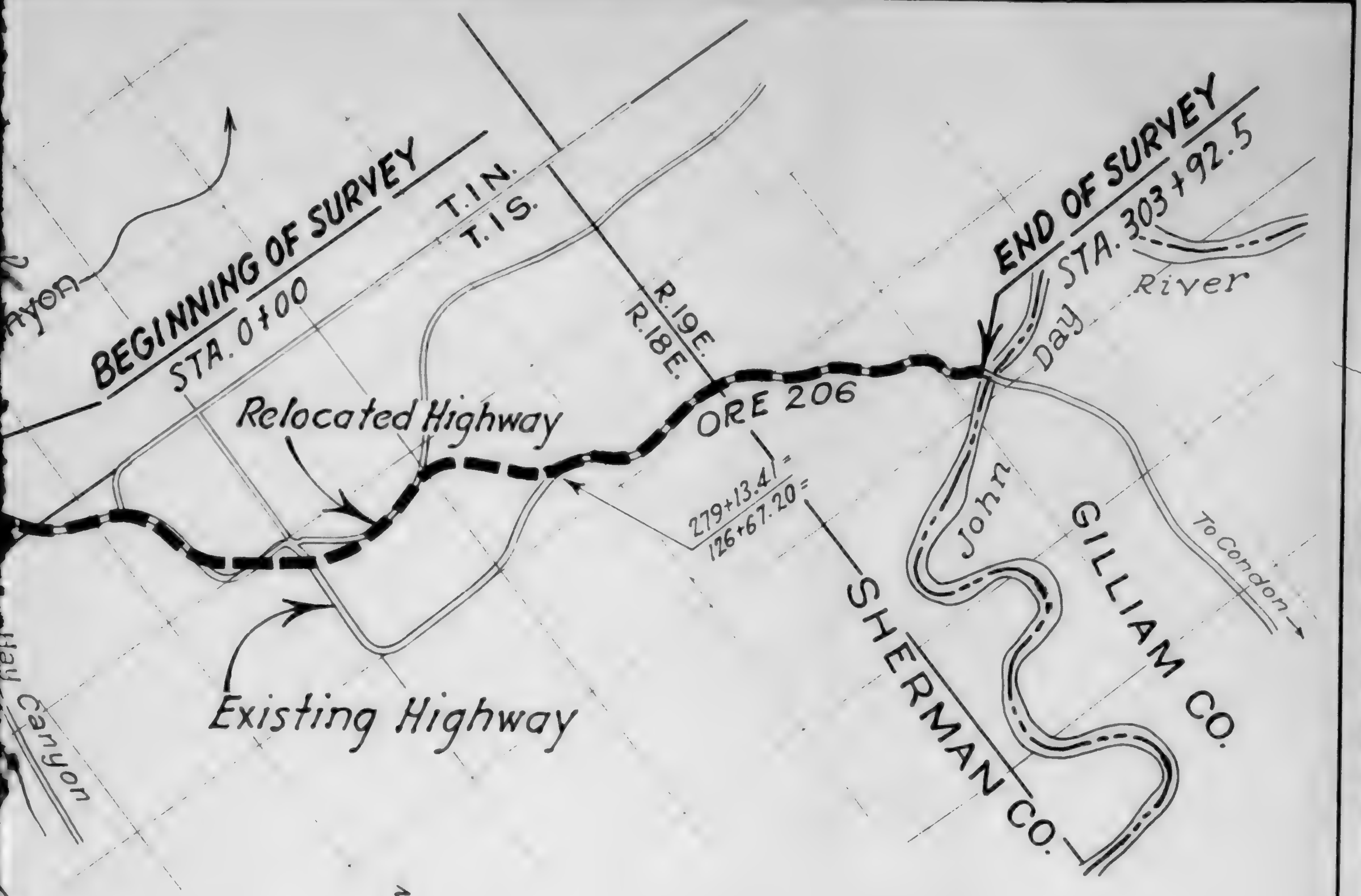
WASCO-HEPPNE
Sherman

Scale 1"=1Mi.

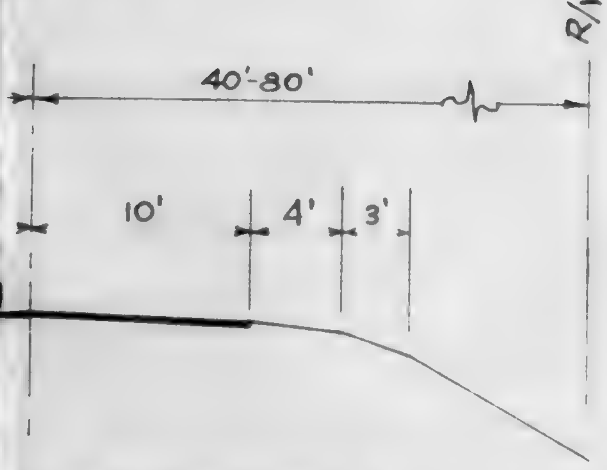
DWG.No. 1R

For details see Dwg.No. 8B-5
7B-11-9 Jan. 1952 & Dwg

IR-5-1055



...anyon
BEGINNING OF SURVEY
STA. 0+00
T.1N.
T.1S.
R.19E.
R.18E.
Relocated Highway
ORE 206
279+13.41 =
126+67.20 =
END OF SURVEY
STA. 303+92.5
John Day River
GILLIAM CO.
SHERMAN CO.
To Condon
Existing Highway
Hay Canyon



R/W
40'-80'
10'
4'
3'

SECTION

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date July 15, 1957

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

HAY CANYON - JOHN DAY RIVER SECTION

WASCO-HEPPNER HIGHWAY

Sherman County

Scale 1" = 1 Mi. July 1957

DWG. No. IR-5-1055

For details see Dwg. No. 8B-5-32 July 1957, Dwg. No. 7B-11-9 Jan. 1952 & Dwg. No. 6B-26-6 Nov. 1947

RECEIVED
MAR 7 1957
FOR FILING

[illegible]

3-91

March 7, 1957

266

Hon. Vernon L. Miller
County Judge of Sherman County
Moro, Oregon

Dear Judge Miller:

With reference to your recent inquiry to the County and City Relations Engineer concerning the Wasco-Heppner Secondary Highway, I am pleased to give you the following information:

The improvement of this highway from Hay Canyon to Cottonwood Bridge is scheduled for contract letting in early 1958.

Your second question was as to whether a route had been determined from Hay Canyon to a junction with US97. To this I will say that our thinking still is along the lines of the proposed relocation as determined by a reconnaissance made in 1940 and later revised in 1945. I am pleased to enclose a map of a portion of Sherman County on which is indicated in red coloring the routing of the reconnaissance surveys. In green coloring is indicated the existing highway.

Before this work is programmed, a further study will be made to determine whether the former reconnaissance indicates the most practical route. We question whether or not there will be much change, but cannot definitely so state at this time.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.
cc Mr. Forrest Cooper
Mr. Tom Edwards

FORM E30—30M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1957

SUBJECT: Status:
Hay Canyon-Cottonwood Bridge Section
Wasco-Heppner Highway #300
Sherman County

To: Mr. G. S. Paxson
OFFICE

PLEASE RETURN TO
FORREST COOPER

Judge Vernon I. Miller, Sherman County Judge, included in a letter to this office covering other matters the following question as to the status of the subject named project:

> "Is the project from Hay Canyon to Cottonwood Bridge to be built during 1957, and have your engineers determined which is the most feasible route from Hay Canyon to a junction with 97? We have many inquiries on these two questions and would appreciate knowing the latest information."

I have advised Judge Miller that this question is being referred to you.

John F. Hagemann
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

RECEIVED
FEB 15 1957
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
SUPPLEMENTARY REPORT ON RECONNAISSANCE SURVEY
WASCO-CONDON SECTION OF WASCO-HEPPNER SECONDARY HIGHWAY
SHERMAN AND GILLIAM COUNTIES-OREGON

J. F. Waller
Locating Engineer

March 1945

In accordance with letter of authority dated May 16th, 1939, a reconnaissance survey was made from Wasco to Condon on the route of the present Wasco-Heppner Secondary Highway, and report was submitted in February 1940.

This supplementary report covers the section from Hay Canyon to Wasco that would be revised if the Shaniko Branch railroad be abandoned.

In the report of February 1940 the proposed line crossed under the railroad at mile 2.27. From near this point it is feasible to follow the railroad grade into Wasco, but the writer could see no particular advantage in doing so, as there is a group of warehouses and grain elevators along the railroad.

Since the previous report was submitted a reconnaissance survey has been made to determine the future route of the Sherman Highway. Until the Sherman Highway is definitely located any proposed connection to it in Wasco is only tentative.

The proposed connection shown in this supplementary report is at Clark and Fourth streets. Instead of crossing under the railroad at mile 2.27, the revised line merely runs from mile 3 to mile 1 of the alternate route shown in the report of February 1940. This eliminates the undercrossing and reduces the former estimated cost of construction of these three miles from $63,426 to $59,012.

From mile 2.27 to Hay Canyon the railroad runs east to Klondike and then southerly to Hay Canyon. The proposed route shown in the report of February 1940 is away from the railroad except on the section from Nish to Hay Canyon. But on this latter section it does not appear advisable to use any of the railroad grade. The spur line down into Hay Canyon has several warehouses and grain elevators along it. Also, opposite mile 6.25, if the railroad grade were followed, it would require a channel change or two additional crossings of Grass Valley Canyon.

The proposed revision between mile 6 and mile 7 is merely a change to eliminate the former proposed overhead crossing at Nish. From mile 6.0 to the south this revision allows better support, and the previous six percent grade is reduced to 5.25 percent.

This revision eliminates the overhead crossing and reduces the former estimated cost of construction of mile 7 from $59,477 to $35,409.

Following is the revised cost estimate by miles of the section from mile 0 to mile 3.008 using the alternate route of the report of February 1940:

RECONNAISSANCE SURVEY - WASCO TO CONDON. March 1945.

	Mile 1	Mile 2	Mile 3
Excavation, Common .20 Cu. Yd.	1,600	4,200	3,000
Excavation, Unclass. .40 Cu. Yd.	-----	-----	4,800
Overhaul .01 Cu. Yd. Sta.	100	350	600
Truckhaul .10 Cu. Yd. Mi.	100	400	600
Finishing 300.00 Mile	300	300	300
Round Cutbanks .10 Lin. Ft.	250	450	500
18" Pipe 2.50 Lin. Ft.	75	500	250
24" Pipe 3.50 Lin. Ft.	315	175	-----
36" Pipe 5.00 Lin. Ft.	-----	300	-----
Concrete 30.00 Cu. Yd.	-----	1,250	2,250
Steel .06 Lb.	-----	462	790
Fence 600.00 Mile	100	600	600
Surfacing 10,000 Mile	5,000	10,000	10,080
Moving Building	100	-----	-----
Right of Way	1,200	1,000	750
Degrees Central Angle	118½	0	3½
Total	$9,140	$19,987	$24,520
+10%	914	1,999	2,452
Total	$10,054	$21,986	$26,972

Total Revised Estimate from Mile 0 to Mile 3.008 - - - - - - - - - - -$59,012

In the report of February 1940 the estimated cost of construction of the alternate route from mile 0 to mile 2.032 was $30,382, and the estimated cost of mile 3 was $33,044, making a total of $63,426.

Following is the previous and the revised cost estimates of mile 7:

	Mile 7 Est. Report 1940	Mile 7 (.982 Mile) Revised Estimate
Clearing and Grubbing	200	200
Excavation, Common .20 Cu. Yd.	3,200	3,000
Excavation, Unclass. .40 Cu. Yd.	6,400	4,000
Overhaul .01 Cu. Yd. Sta.	300	300
Truckhaul .10 Cu. Yd. Mi.	-----	400
Finishing 300.00 Mile	300	280
Round Cutbanks .10 Lin. Ft.	400	400
18" Pipe 2.50 Lin. Ft.	350	350
36" Pipe 5.00 Lin. Ft.	2,000	400
Overcrossing Bridge 150.00 Lin. Ft.	30,000	------
Bridge 100.00 Lin. Ft.	-----	12,000
Rip Rap 4.00 Cu. Yd.	600	600
Fence 600.00 Mile	600	560
Surfacing 10,000 Mile	9,620	9,600
Right of Way	100	100
Degrees Central Angle	137½	133
Total	$54,070	$32,190
+10%	5,407	3,219
Total	$59,477	$35.409

STANDARDS AND ESTIMATES

The standards and unit prices used in this supplementary report are the same as in the report of February 1940. The roadbed is 26 feet.

CONCLUSION

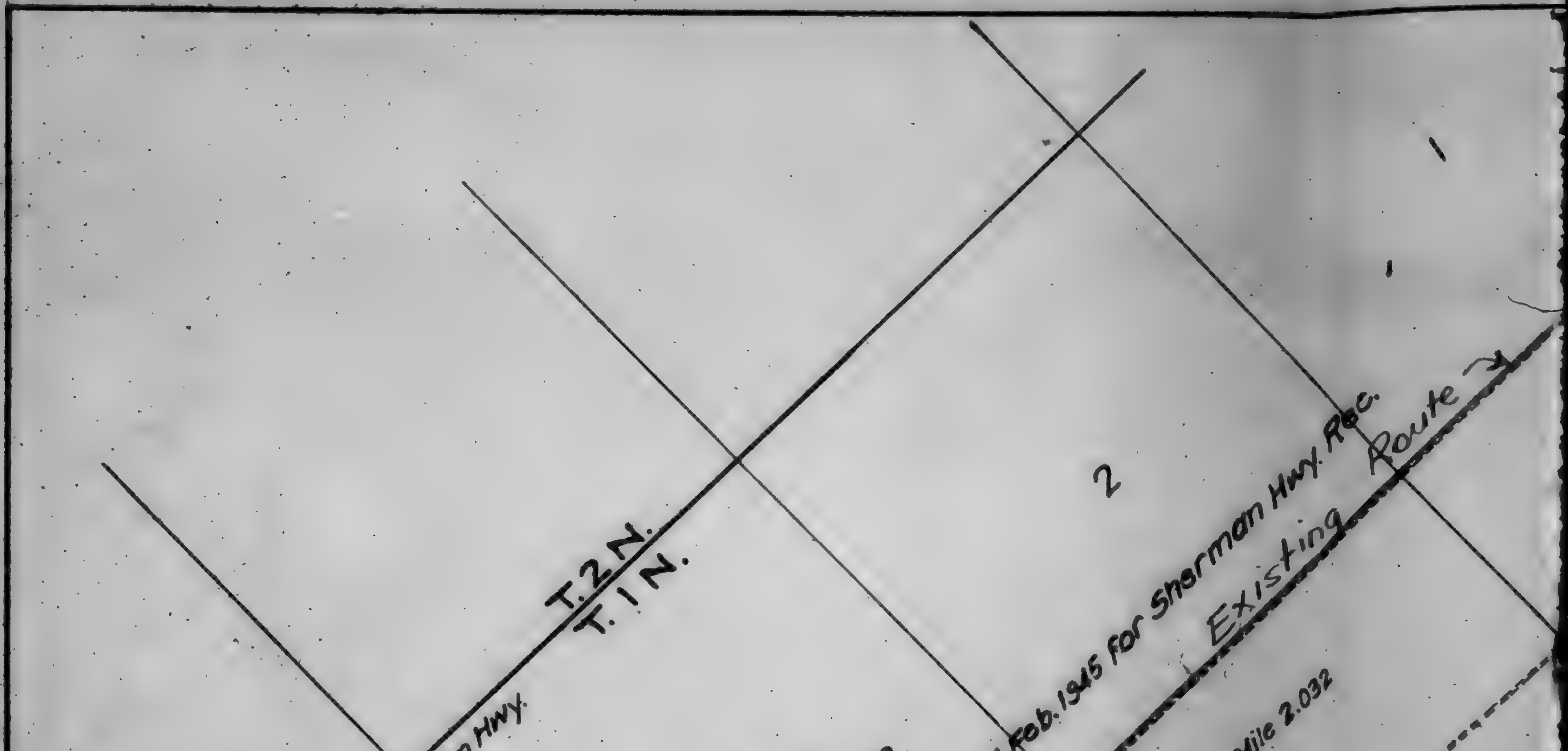
Field work on this supplementary report was done October 14th, 1942.

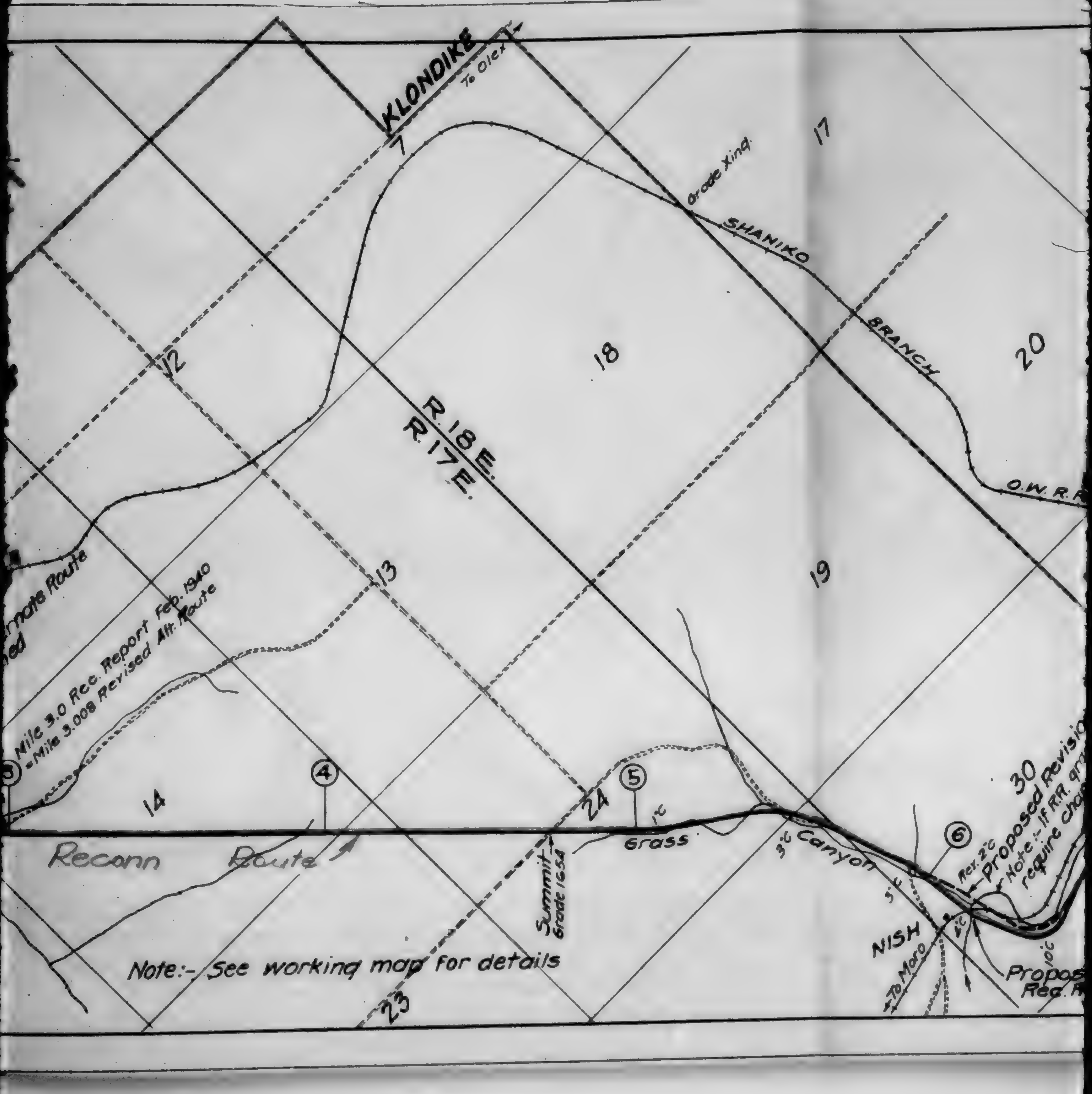
A map, on scale one inch equals 2,000 feet, of the section from Wasco to Hay Canyon with profiles accompanies this report.

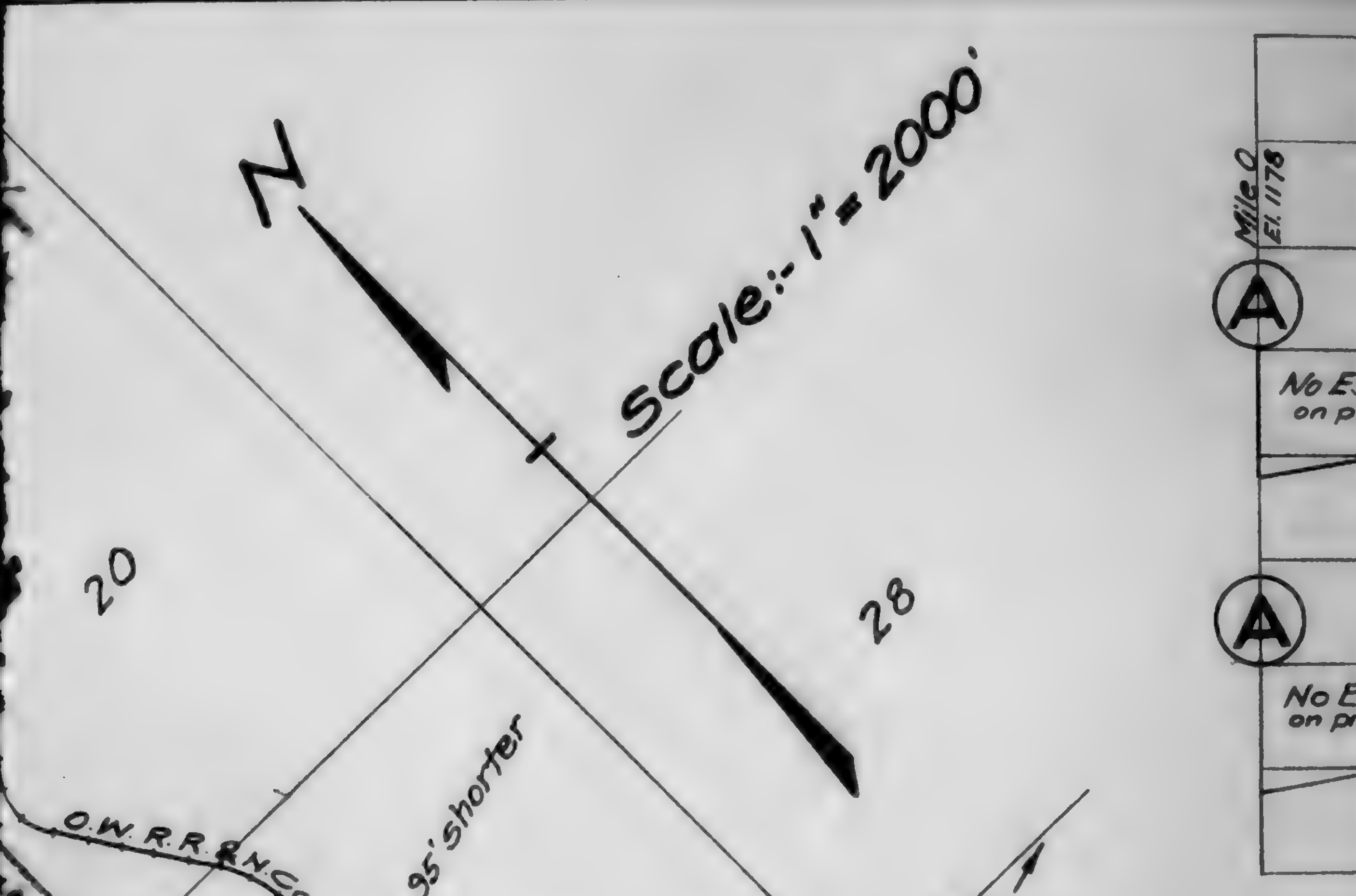
Respectfully submitted,

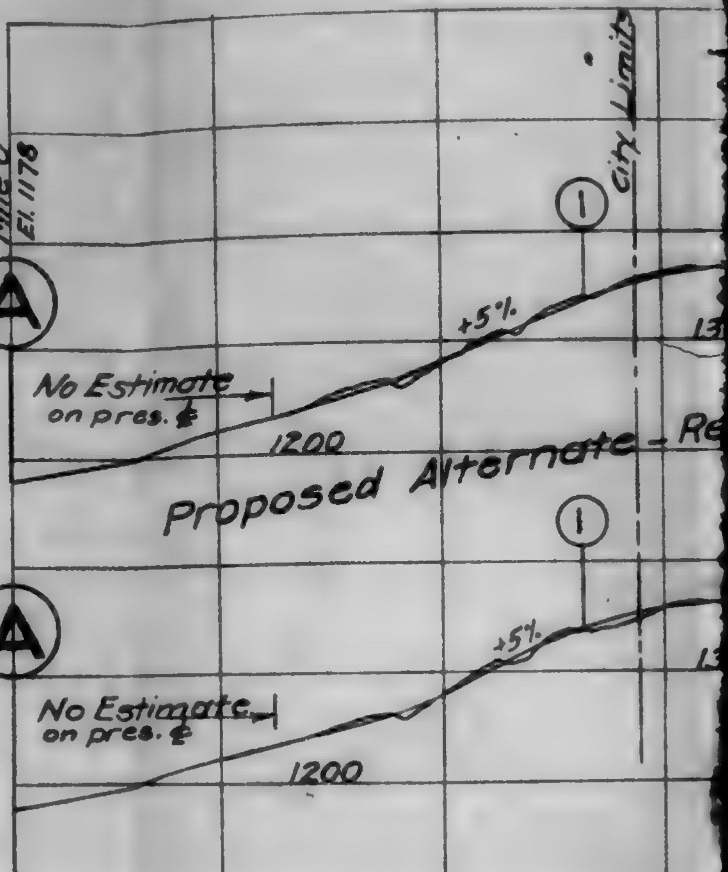
J. F. Waller
Locating Engineer

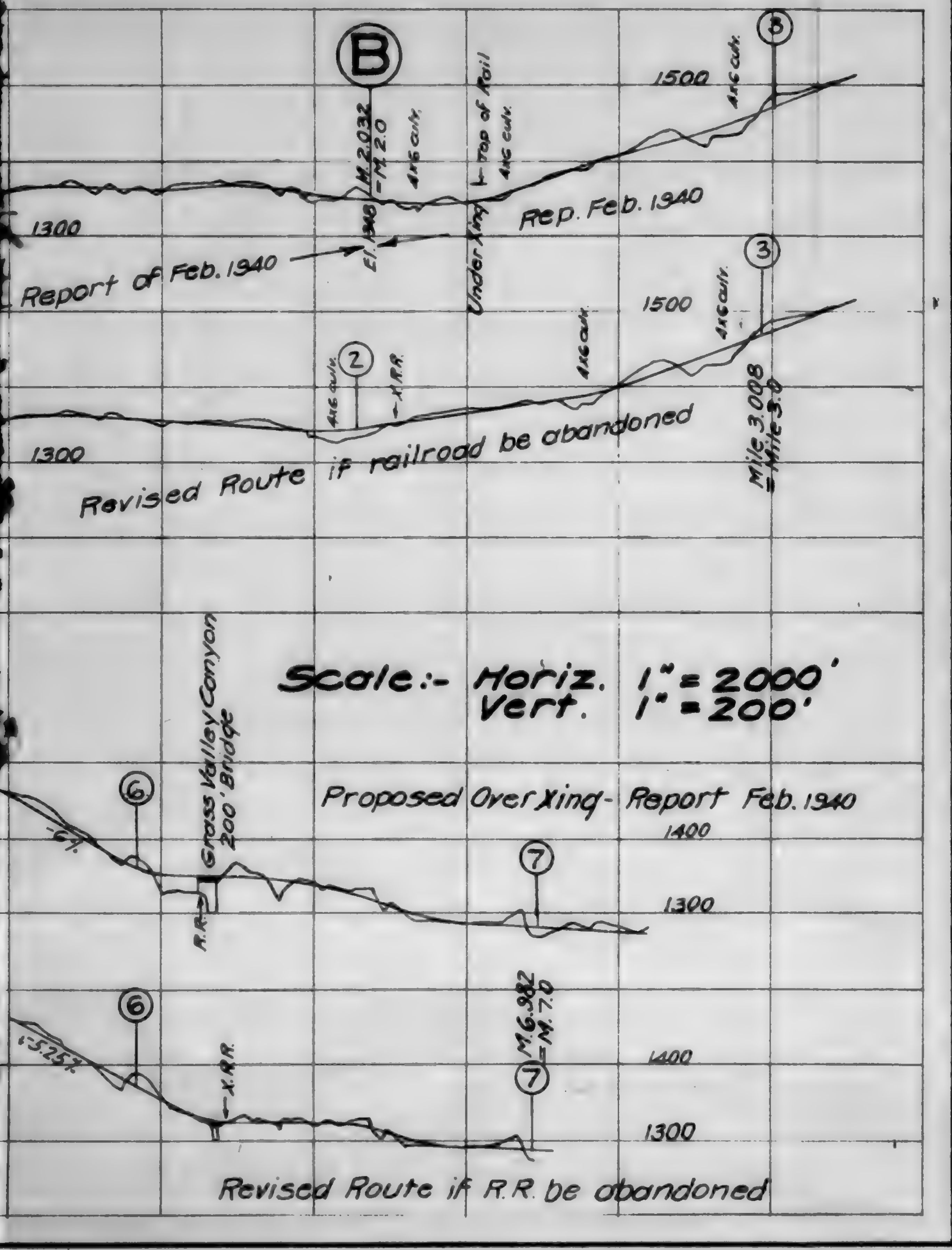
R


T.2N.
T.1N.
3
2
10
11
Mile 0 - Sta. 53+23 Sherman Hwy.
El. 1178
A
Proposed Route Report Feb. 1940
Proposed Alternate-Report Feb. 1940
See Reports of July 1942 and Feb. 1945 for Sherman Hwy. Rec.
Existing Route
Mile 2.0 - Alternate Mile 2.032
El. 1348
B
②
①
③
City Limits
To Biggs
on pres ℄ = 5300
4th St.
1st St.
Clark
SHERMAN HWY.
To Shaniko
WASCO
Underxing
Proposed Revised Alternate if R.R. be abandoned
Mile


KLONDIKE
To Olex
7
17
Grade Xing.
SHANIKO
BRANCH
O.W.R.R.
20
12
18
R.18E.
R.17E.
19
13
rnate Route
ned
Mile 3.0 Rec. Report Feb. 1940
=Mile 3.008 Revised Alt. Route
③
④
⑤
⑥
14
24
30
1%
3%
Grass
Canyon
Recann Route
Summit Grade 1654
Rev. 2%
Proposed Revisio
Note:- If R.R. gra
require chan
3%
1%
10%
NISH
To Moro
Propos
Rec. R
Note:- See working map for details
23


N
Scale:- 1" = 2000'
20
28
29
30
32
O.W.R.R.& N.Co.
Proposed Revision if R.R. be abandoned 95' shorter
Note:- If R.R. grade were used it would require chan. chg. or two crk. crossings.
← Grade to 10' pres. UnderXing
HAY CANYON
Grass Valley Canyon →
7
8
Bull Canyon
Hay Canyon
chan. chg. Rip Rap
2°C
2°C
8°C
10°C
T.1 N.
T.1 S.
Proposed Route with OverXing.
Rec. Report Feb. 1940


Mile 0
El. 1178
A
1
City Limits
No Estimate on pres. ℄
1200
+5%
Proposed Alternate - Re
A
1
No Estimate on pres. ℄
1200
+5%


B
M.2.032
=M.2.0
El.1948
Under Xing
Top of Rail
1500
1300
Report of Feb. 1940
Rep. Feb. 1940
3
2
X.R.R.
1500
1300
Mile 3.008
=Mile 3.0
Revised Route if railroad be abandoned
Scale:- Horiz. 1" = 2000'
Vert. 1" = 200'
6
Grass Valley Canyon
200' Bridge
R.R.
-6%
Proposed Over Xing - Report Feb. 1940
7
1400
1300
6
-5.25%
X.R.R.
M.6.982
=M.7.0
7
1400
1300
Revised Route if R.R. be abandoned

OREGON STATE HIGHWAY DEPARTMENT
RECONNAISSANCE SURVEY
WASCO TO CONDON
WASCO-HEPPNER SECONDARY HWY. NO.300
SHERMAN COUNTY
Scales as shown

To accompany supplementary report if
Shaniko branch railroad be abandoned.
March 1945

J.F. Waller, Loc. Engr.

I-248(18) Sundial-Rooster Rock 1957
I-301(9) Structures near Troutdale
#5092

RECEIVED
MAR : 959
FOR FILING

I-348(18)
I 3-1(9)
5092

When replying, refer to
08-35.5

March 23, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Subject: Final Voucher, Construction
Project: I-80N-2(3)15 and I-80N-1(10)14. Contract No. 5092
Sundial-Rooster Rock Section
Columbia River Highway

We have not received certified copies of weekly payrolls of the contractor, Inland Construction Co., Milwaukie, Oregon, for the period July 29 to August 15, 1958, and from September 20, 1958 to completion of job.

Until the Federal requirements pertaining to employment of labor are satisfactorily met, it will be necessary for us to defer payment of final voucher.

Very truly yours,

C. G. Polk
Division Engineer

Orig to [illegible]

RECEIVED
[illegible] 1959
FOR FILING

I-245(18)
I-3 [illegible]

(CONTRACT NO.) 5092

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 22, 1959

(EST. NO.) (CONTRACTOR)

5092
(VOUCHER NO.)

11 final
(WARRANT NO.)

Inland Construction Company
(AMOUNT) (DATE)

613

H 233533

9,953.83

1/21/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenburg
ACCOUNTING DIVISION

Specified completion date: 200 workdays from Jan. 2, 1958
Time Extensions: None
Completion Date: Nov. 19, 1958
Date Accepted: Dec. 11, 1958
Penalties: None of record
Claims: None of record
Remarks:

Date: Jan. 23, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: JAN 23 19

JC

NOTED ON CARD

A

RECEIVED
JAN 9 - 1959
FOR FILING

I-348(10)
I-301(9)
3172

Jan. 8, 1959

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5092, for West Unit Structures on the Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County was completed by the contractor, Inland Construction Company, on Nov. 19, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $9,953.83 will be released to the contractor on or after Jan. 19, 1959. The total contract amount is $129,131.66, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
em

Contract 3092

thly Transaction No. 2-50	For -2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
		County Multnomah
Project Report No. 7	FEDERAL-AID PROJECT AGREEMENT	Project No. I-301(9)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Sundial and Troutdale Overcrossing Structures on the Columbia River Highway, northwest and north of Troutdale, respectively, (US-30).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	11/19/57	-
Rights-of-Way		
Construction	11/20/57	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $111,193.00	Federal funds $102,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

Date executed by Division Engineer February 17, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

February 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Department, for the Sundial and Troutdale Overcrossing Structures, Project No. I-301(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RMC:bb

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Sundial and Troutdale Overcrossing Structures
Columbia River Highway
Multnomah County

NATURE OF WORK:

Structures

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5092 5092 Inland Construction Co. 12-23-57

DATE OF COMPLETION: 200 workdays from 1-2-58

REMARKS:

January 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Sundial and Troutdale Overcrossing Structures, Project No. I-301(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:bb

Oregon State Highway Department

Federal Aid
Project No. I-301(9)

SUNDIAL AND TROUTDALE OVERCROSSING STRUCTURES ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

Type Code P.E.

Preliminary Engineering	All Required		$ 2,000.00

Type Code X220
Sundial Overcrossing (Sta. 471+50 to Sta. 472+50)(Contract No. 5092)

Structural Excavation	270 cu. yds.	$3.00	$ 810.00
Furnish Steel Piling	1,260 lin. ft.	4.00	5,040.00
Drive Steel Piles	28 only	80.00	2,240.00
Furnish Treated Timber Piling	3,120 lin. ft.	1.10	3,432.00
Drive Timber Piles	104 only	38.00	3,952.00
Class "A" Concrete	625 cu. yds.	51.00	31,875.00
Metal Reinforcement	114,600 lbs.	.11	15,906.00
8-inch Metal Drain Pipe	144 lin. ft.	3.00	432.00
			$63,687.00

Type Code X221
Troutdale Overcrossing (Sta. 495+9936 to Sta. 497+15.36)(Westbound)(Contract No. 5092)

Structural Excavation	250 cu. yds.	$3.00	$ 750.00
Furnish Steel Piling	800 lin. ft.	4.00	3,200.00
Drive Steel Piles	16 only	80.00	1,280.00
Furnish Treated Timber Piling	1,575 lin. ft.	1.10	1,732.50
Drive Timber Piling	45 only	42.00	1,890.00
Class "A" Concrete	244 cu. yds.	63.00	15,372.00
Metal Reinforcement	79,500 lbs.	.11	8,745.00
Metal Rail	246 lin. ft.	10.00	2,460.00
8-inch Metal Drain Pipe	50 lin. ft.	3.00	150.00
			$35,579.50
	Subtotal		$99,266.50
	10% Engr. & Cont.		9,926.65
	Total		$109,193.15

Length of 2 Structures. . . . . 0.041 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Structures	109,193.15	100,200.00	8,993.15
	$111,193.15	$102,000.00	$9,193.15

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-302(9)

SUNDIAL AND TROUTDALE OVERCROSSING STRUCTURES ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon November 15, 1957

Type Code P.E.

Preliminary Engineering	All Required			$ 3,000.00

Type Code X221
Sundial Overcrossing (Sta. 495+99.36 to Sta. 497+15.36)(Westbound)

Structural Excavation	270	cu. yds.	$ 7.00	$ 1,890.00
Furnish Steel Piling	1,260	lin. ft.	4.50	5,670.00
Drive Steel Piles	28	only	60.00	1,680.00
Furnish Treated Timber Piling	3,120	lin. ft.	1.25	3,900.00
Drive Timber Piles	104	only	60.00	6,240.00
Class "A" Concrete	625	cu. yds.	70.00	43,750.00
Metal Reinforcement	144,600	lbs.	.125	18,075.00
8-inch Metal Drain Pipe	144	lin. ft.	4.00	576.00
				$81,781.00

Type Code X220
Troutdale Overcrossing (Sta. 471+50 to Sta. 472+50)(Westbound)

Structural Excavation	250	cu. yds.	$7.00	$ 1,750.00
Furnish Steel Piling	800	lin. ft.	4.50	3,600.00
Drive Steel Piles	16	only	60.00	960.00
Furnish Treated Timber Piling	1,575	lin. ft.	1.25	1,968.75
Drive Timber Piling	45	only	60.00	2,700.00
Class "A" Concrete	244	cu. yds.	75.00	18,300.00
Metal Reinforcement	79,500	lbs.	.125	9,937.50
Metal Rail	246	lin. ft.	8.00	1,968.00
8-inch Metal Drain Pipe	50	lin. ft.	4.00	200.00
				$41,384.25
	Subtotal			$123,165.25
	10% Engr. & Cont.			12,316.52
	Total			$135,481.77

Length of 2 Structures. . . . . 0.041 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Structures	135,481.77	125,000.00	10,481.77
	$138,481.77	$127,700.00	$10,781.77

Oregon State Highway Department

Federal Aid
Project No. I-304(9)

SUNDIAL AND TROUTDALE OVERCROSSING STRUCTURES ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon November 15, 1957

Type Code P.E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code X221
Sundial Overcrossing (Sta. 495+99.36 to Sta. 497+15.36)(Westbound)

Structural Excavation	270 cu. yds.	$ 7.00	$ 1,890.00
Furnish Steel Piling	1,260 lin. ft.	4.50	5,670.00
Drive Steel Piles	28 only	60.00	1,680.00
Furnish Treated Timber Piling	3,120 lin. ft.	1.25	3,900.00
Drive Timber Piles	104 only	60.00	6,240.00
Class "A" Concrete	625 cu. yds.	70.00	43,750.00
Metal Reinforcement	144,600 lbs.	.125	18,075.00
8-inch Metal Drain Pipe	144 lin. ft.	4.00	576.00
			$81,781.00

Type Code X220
Troutdale Overcrossing (Sta. 471+50 to Sta. 472+50)(Westbound)

Structural Excavation	250 cu. yds.	$7.00	$ 1,750.00
Furnish Steel Piling	800 lin. ft.	4.50	3,600.00
Drive Steel Piles	16 only	60.00	960.00
Furnish Treated Timber Piling	1,575 lin. ft.	1.25	1,968.75
Drive Timber Piling	45 only	60.00	2,700.00
Class "A" Concrete	244 cu. yds.	75.00	18,300.00
Metal Reinforcement	79,500 lbs.	.125	9,937.50
Metal Rail	246 lin. ft.	8.00	1,968.00
8-inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
			$41,384.25
	Subtotal		$123,165.25
	10% Engr. & Cont.		12,316.52
	Total		$135,481.77

Length of 2 Structures. . . . . 0.041 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Structures	135,481.77	125,000.00	10,481.77
	$138,481.77	$127,700.00	$10,781.77

Oregon State Highway Department

Federal Aid
Project No. I-301(9)

SUNDIAL AND TROUTDALE OVERCROSSING STRUCTURES ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 15, 1957

Type Code P.E.

Preliminary Engineering	All Required		$ 3,000.00

Type Code X220
Sundial Overcrossing (Sta. 471+50 to Sta. 472+50)

Structural Excavation	270 cu. yds.	$7.00	$ 1,890.00
Furnish Steel Piling	1,2[illegible]0 lin. ft.	4.50	5,670.00
Drive Steel Piles	2[illegible] only	60.00	1,680.00
Furnish Treated Timber Piling	3,120 lin. ft.	1.25	3,900.00
Drive Timber Piles	104 only	60.00	6,240.00
Class "A" Concrete	625 cu. yds.	70.00	43,750.00
Metal Reinforcement	144,600 lbs.	0.125	18,075.00
8 Inch Metal Drain Pipe	144 lin. ft.	4.00	576.00
			$81,781.00

Type Code X221
Troutdale Overcrossing (Sta. 495+99.36 to Sta. 497+15.36)(Westbound)

Structural Excavation	250 cu. yds.	$7.00	$ 1,750.00
Furnish Steel Piling	800 lin. ft.	4.50	3,600.00
Drive Steel Piles	16 only	60.00	960.00
Furnish Treated Timber Piling	1,575 lin. ft.	1.25	1,968.75
Drive Timber Piling	45 only	60.00	2,700.00
Class "A" Concrete	244 cu. yds.	75.00	18,300.00
Metal Reinforcement	79,500 lbs.	0.125	9,937.50
Metal Rail	246 lin. ft.	8.00	1,968.00
8 Inch Metal Drain Pipe	50 lin. ft.	4.00	200.00
			$41,384.25
	Subtotal		123,165.25
	10% Engr. & Cont.		12,316.52
	Total		$135,481.77

Length of 2 Structures 0.041 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,000.00	$ 2,700.00	$ 300.00
Structures	135,481.77	125,000.00	10,481.77
	$138,481.77	$127,700.00	$10,781.77

[illegible] 5092

Monthly Transaction No. 2-51	For -2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
		County Multnomah
Project Report No. 7	FEDERAL-AID PROJECT AGREEMENT	Project No. I-246(18)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Jordan Overcrossing, approx. 0.2 mile east of Sandy River on Columbia River Highway (US-30).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	6/5/57	-
Rights-of-Way		
Construction	11/20/57	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 32,259.00	Federal funds $ 29,600.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Chairman, State Highway Commission

By M McIver
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

Date executed by
Division Engineer February 17, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

February 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Department, for the Jordan Overcrossing Structure, Project No. I-248(18).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RMC:bb

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Jordan Overcrossing Structure
Columbia River Highway
Multnomah County

NATURE OF WORK:

Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5092 5092 Inland Construction Co. 12-23-57

DATE OF COMPLETION: 200 workdays from 1-2-58

REMARKS:

January 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Jordan Overcrossing Structure, Project No. I-248(18).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EEC:bb

Oregon State Highway Department

Federal Aid
Project No. I-248(18)

JORDAN OVERCROSSING STRUCTURE ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon December 31, 1957

Type Code P.E.

Preliminary Engineering	All Required		$1,000.00

Type Code X220
Jordan Overcrossing (Sta. 520+75.52 to Sta. 521+09.04)(West Bound) (Contract No. 5092)

Structural Excavation	480 cu. yds.	$2.00	$ 960.00
Class "A" Concrete	363 cu. yds.	51.00	18,513.00
Metal Reinforcement	74,500 lbs.	.11	8,195.00
Metal Rail	75 lin. ft.	10.00	750.00
	Subtotal		$28,418.00
	10% Engr. & Cont.		2,841.80
	Total		$31,259.80

Length of Structure. . . . . 0.006 mile.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 900.00	$ 100.00
Structure	31,259.80	28,700.00	2,559.80
	$32,259.80	$29,600.00	$2,659.80

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939;
State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. I-248(18)

JORDAN OVERCROSSING STRUCTURE ON THE COLUMBIA RIVER HIGHWAY

IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon November 15, 1957

Type Code P.E.

Preliminary Engineering	All Required			$ 2,000.00

Type Code X220
Jordan Overcrossing (Sta. 520+75.52 to Sta. 521+09.04)(West Bound)

Structural Excavation	480	cu. yds.	$6.00	$ 2,880.00
Class "A" Concrete	363	cu. yds.	70.00	25,410.00
Metal Reinforcement	74,500	lbs.	.125	9,312.50
Metal Rail	75	lin. ft.	10.00	750.00
	Subtotal			$ 38,352.50
	10% Engr. & Cont.			3,835.25
	Total			$ 42,187.75

Length of Structure. . . . . 0.006 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Structure	42,187.75	38,900.00	3,287.75
	$ 44,187.75	$ 40,700.00	$ 3,487.75

RECEIVED
JAN 27 1958
FOR FILING

[illegible]
[illegible]
[illegible]

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Jan. 27, 1957

Inland Construction Co.
6202 S. E. Harmony Rd.
Milwaukie, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5092, awarded Dec. 23, 1957, for West Unit Structures on the Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

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FOR FILING

[illegible]
[illegible]
5092

December 23, 1957

Inland Construction Co.
62[illegible]2 S.E. Harmony Rd.
Milwaukie, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957 accepted your proposal for construction of the Sundial-Rooster Rock Structures near Troutdale on the Columbia River Highway, Multnomah County, for the sum of $127,684.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5092.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc
cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.
Attn: Dorothy McCormack

Lowell Richards
c/o Daily Journal of Commerce
83 Columbia St.
Seattle 4, Wash.

R. G. Savage (SIAC)
Tom Edwards
S. H. Prober
P. M. Stephenson

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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S
E

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 23, 1957
2:15 p.m.

Inland Construction Co.
6202 S. E. Harmony Road
Milwuakie, Oregon

Contract for Sundial-Rooster Rock Structures near Troutdale, Multnomah County, for which you submitted low bid on December 5, 1957 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900
C. W. Head Files ✓

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DEC [illegible] 1957
FOR FILING

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[illegible]
[illegible]

December 23, 1957

Mr. C. G. Polk
District Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Sundial-Rooster Rock Structures
F.A.P. I-248(18) & I-301(9)

On December 5, 1957 the Highway Commission accepted the low bid of Inland Construction Company in the amount of $127,684.50 for the above project, and instructed the Engineer to award the contract to said bidder as soon as certain conditions were satisfied. These conditions are satisfied, and I propose to award the contract to Inland Construction Company as of this date. May I have your concurrence in the award of this contract.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Bridge Engineer

PMS/mm

15-147. Ashland Traffic Signal Installation 1973

#5-83

(44)
1920

RECEIVED
APR 15 1959
FOR FILING

15-1614

5093

April 15, 1959

W. E. Bartelt, City Recorder
City Hall
Ashland, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Ashland covering the installation of traffic signals at certain intersections in Ashland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

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MAR - 2 1959
FOR FILING
15-1614

5-093

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1959

SUBJECT: State - City Agreements
Traffic Signal Installation
Pacific Hwy. - Ashland

To: Clarence Swenson
County & City Relations Engr.
Office

There are attached six copies of the State-City Agreement covering the installation of traffic signals at certain intersections on the Pacific Highway in the city of Ashland. This installation was approved by the State Highway Commission on June 19-20, 1958.

The agreements have been checked, found correct and may be sent to the City for signature.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

VPJ:pk
Attachments
cc: G. S. Paxson

TED
S. PAXSON

RECEIVED
FEB 27 1959
OFFICE OF
STATE HIGHWAY ENGINEER

A

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AUG 11 1958
FOR FILING
15-1614

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 7, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5093	5 Final	Steeck Electric Company	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17672	H219592	$ 889.88	8-7-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from 1-12-58

Time Extensions: None

Completion Date: June 19, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 7, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 7 1958
GRW

NOTED ON CARD
lm

RECEIVED
JUL 31 1958
FOR FILING
[illegible]
5093

July 29, 1958

CERTIFIED MAIL

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

State Highway contract #5093 for work performed on the Ashland Section of Pacific Highway in Jackson County was completed by the contractor, Steeck Electric Company, on June 19, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $389.88 will be released to the contractor after acceptance by the Commission. The total contract amount is $7,461.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ds

cc: Maryland Casualty Company
W. O. Knox Ins. Service
American Bank Bldg.,
Portland, Oregon

Noted on card

A

RECEIVED
APR 4 1958
FOR FILING
B-1614
5792

Salem, Oregon
April 4, 1958

Top of Curb Grades
Ashland

Mr. Philip M. Oakley
Resident Bridge Engineer
Box 306
Grants Pass, Oregon

Reference is made to your letter of March 31 requesting top of curb grades on the highway widening near Wightman St. in Ashland.

The following elevations were taken from cross-sections as submitted from the field with preliminary data. Construction plans have not been completed, but it is not anticipated that these will be changed.

Top of Curb Elevations

Station		Lt.	Rt.
53+50		2000.92	2000.80 Existing
54+00		2000.65	2000.58 Existing
54+50		None	2000.35 Existing
55+00	Driveway Gutter Elev.	1999.7	Driveway
55+50		2000.40	2000.47

S. H. Probert
Office Engineer

DBP:bb

[illegible] of Curb Elev

		PI
53+50	2000.92	2000.80 Existing
54+00	00.95	00.55 "
54+50	[illegible]	00.35 [illegible]
55+00	[illegible]	[illegible]
55+50	[illegible]	[illegible]

From X sections as submitted from [illegible] [illegible] [illegible] no changes are con-templated.

Alterations [illegible] by [illegible] Hall [illegible]

FORM E30—80M—10-54—76485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

G rants Pass, Oregon
March 31, 1958

SUBJECT: Top of curb grades
Ashland Traffic Signal Inst.

To:

Mr. S. H. Probert
Office Engineer
State Highway Dep't.
Salem, Oregon

Would you please send to this office the top of curb elevations for the proposed highway widening near Wightman St. Pacific Highway, U.S. #99, Ashland, Oregon.

These elevations are needed for pole locations for the Ashland Traffic Signals Installation. The plans for the Ashland Traffic Signal Installation can be obtained from the Traffic Department.

Philip M. Oakley

Philip M. Oakley
Resident Bridge Engineer

PMO/rc

FORM H-120

RECEIVED
JAN 20 1958
FOR FILING
[illegible]
5093

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Jan. 20, 1958

Steeck Electric Co.
P. O. Box 1243
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5093, awarded Jan. 2, 1958, for traffic signals on the Ashland Section of the Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 10 1958
FOR FILING

January 2, 1958

Steeck Electric Company
628 South Riverside Avenue
Medford, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, accepted your proposal for Ashland Traffic Signal installation on the Pacific Highway in Jackson County for the sum of $7,119, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5093.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

S
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E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 2, 1958

Steeck Electric Company
628 South Riverside Avenue
Medford, Oregon

Gentlemen:

Contract for Ashland Traffic Signal Installation, Jackson County, for which you submitted low bid on December 5, 1957, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files
C. W. Head

RECEIVED
DEC 13 1957
FOR FILING

Cross Referenced To:
Maint
Traffic S
Tech. Engr

SdCE

322

Salem, Oregon
December 11, 1957

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

State-City Agreement
Traffic signal Installations
Siskiyou Blvd., at Wightman
Ashland

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. Robert H. Prange
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Ashland and the Oregon State Board of Higher Education covering the traffic signal installation at Siskiyou Boulevard and Wightman Street in Ashland.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed and two conformed copies have been sent to E.M. Pallett, Secretary, Oregon State Board of Higher Education and to the City Recorder, Ashland, Oregon.

Secretary

rn
Attach: 1

REFERRED TO
BY SECRETARY

Query to file

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1957

SUBJECT: Assignment #322

To: Mr. G. S. Paxson
OFFICE

2 extra copies on request

Attached are five copies of an agreement covering the traffic signal installation at Siskiyou Boulevard and Wightman Street in Ashland. This is a three party agreement between the State, City of Ashland, and Board of Higher Education. The installation was approved by the Commission at its August 8-9 meeting.

Changed procedure

Floyd-note

Dr. E. M. Pallett, Secretary for the State Board of Higher Education in Eugene, has requested that, in addition to the fully executed copy, we send him two conformed copies (without Exhibit "A") to use in his request to Mr. Phillippe to issue the check for the Board's advance deposit.

This completes Assignment #322.

Robert H. Prange
Robert H. Prange
Office Engr., County & City Relations

RHP:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Dec 3 1957

AUTHORIZED BY HIGHWAY COMMISSION
DATE 8-8-57 Minute Page 39
Secretary

sign 3 copies of OK

FORM E-90X—37,500—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1957

To: Clarence Swenson
County & City Relations Engr.
Office

SUBJECT: State-City Agreement
Traffic Signal Installations
Siskiyou Blvd. at Wightman
Ashland

GSP 322

L

There are attached 8 copies of an agreement for the installation of traffic signals at the intersection of Siskiyou Boulevard and Whightman in the City of Ashland. We have checked these agreements and have found them to be correct.

Will you please care for the further processing of these agreements.

For F. B. Crandall
Traffic Engineer

VPJ:kg

Attachments (8)

cc: G. S. Paxson ✓

FORM E30—12½M—6-55—58209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1957

SUBJECT: Proposed State-City Agreement
Traffic Signal Installation
Siskiyou Boulevard at Wightman
City of Ashland

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

Transmitted herewith, are eight copies of the above named proposed agreement as per your request through Val Johnson, Traffic Control Engineer, of September 26, 1957.

GLEN V. SORENSEN
Staff Attorney

GVS:mmb
Attachments

RECEIVED
OCT 21 1957
OFFICE OF
STATE HIGHWAY ENGINEER

R

RECEIVED
DEC 12 1957

FOR FILING

[illegible]

5095

SOCE

December 11, 1957

Mr. W. E. Bartelt
City Recorder
City Hall
Ashland, Oregon

Dear Sir:

We are enclosing, for the records and files of your City a fully executed copy of an agreement between the State Highway Commission, the City of Ashland and the Oregon State Board of Higher Education covering the traffic signal installation at Siskiyou Boulevard and Wightman Street in Ashland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

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DEC 12 1957
FOR FILING

15-1614

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SOCE

December 11, 1957

Dr. E. M. Pallett, Secretary
Oregon State Board of Higher Education
Eugene, Oregon

Dear Sir:

As requested by you, we are forwarding one fully executed copy and two conformed copies of an agreement between the State Highway Commission, the City of Ashland and the Oregon State Board of Higher Education covering the traffic signal installation at Siskiyou Boulevard and Wightman Street in Ashland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 3

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FOR FILING

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SOCE

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December 3, 1957

Mr. E. C. Biegel
City Superintendent
City Hall
Ashland, Oregon

Dear Mr. Biegel:

I want to apologize for this delayed response to your letter of October 28, 1957, in regard to various traffic matters in Ashland.

You indicate willingness of the City to proceed on a three-way cooperative installation of a fully actuated signal at Siskiyou Boulevard and Wightman Street. We are proceeding with the preparation of a three-party agreement.

You state that you wish to try fixed-time operation of the existing signal at Second and East Main Streets rather than actuated operation and, further, that you would like to put a flashing amber indication on Main Street between the hours of 10:00 p.m. to 7:00 a.m. We will proceed with the necessary adjustments to convert to fixed-time and flashing arrangement.

In regard to the signal at Siskiyou Boulevard, Iowa Street, Beach Street and Morse Avenue, you suggest that signals be installed both north and south of the subject intersection as against our suggestion of moving the existing light 100 feet south and restricting signalization to this one point.

You point out that with only the one signal southerly of the intersection as per our suggestion, it would necessitate students from the town side crossing Morse Avenue and Iowa Street traffic and then going 100 feet farther up Siskiyou Boulevard before making the crossing. You indicate that under such arrangement too many students would cross the boulevard without the light. It is not believed hazardous to students having to cross Iowa and Morse Street traffic since such traffic is relatively light when compared to that on Siskiyou Boulevard; further, traffic entering Siskiyou from these streets is required to stop before proceeding. As to the additional distance the students would have to walk, it is not believed that this is too much to expect — we cannot afford to put in signals to accommodate pedestrians in what would, in effect, be a jay-walking pattern to suit their convenience. It would appear that the critical hazard is for youngsters crossing the heavy traffic on Siskiyou Boulevard and that the one signal, south of the intersection proper, would serve for this particular situation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall

FBC:njs:gm

CITY OF ASHLAND
ASHLAND, OREGON

Famous for Health-Giving Mineral Waters . . . . *Home of the Shakespearean Festival*

OFFICE OF City Superintendent

October 28, 1957

G. S. Paxson, Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

In reply to your letter of September 3, 1957, regarding traffic signals in Ashland.

The City of Ashland is willing to go along with the Highway's suggestion of a fully actuated signal at Siskiyou Boulevard and Wightman Street.

We would like to try the fixed-time operation on the light at Second Street and East Main Street; light to be flashing yellow on Main Street after 10:00 P. M. until 7:00 A. M.

In regard to the Highway's suggestion of having the light at Siskiyou Blvd., Iowa St., Beach St., and Morse Avenue moved 100 feet south of the intersection and converting it to red-amber-green we feel that this would create a greater hazard than now exists. The students coming from the townside of the intersection would have to cross Morse Avenue and Iowa Street without protection, and then go 100 feet further up Siskiyou Boulevard before making the crossing, and the same procedure in reverse returning from school. We feel that too many students would cross the Boulevard without the lights.

If the light was moved 100 feet south as you suggested and make red-amber-green with "walk" and "wait"; and another light placed 100 feet north of the intersection, we feel that this would eliminate most of the hazard and give the children a safe crossing.

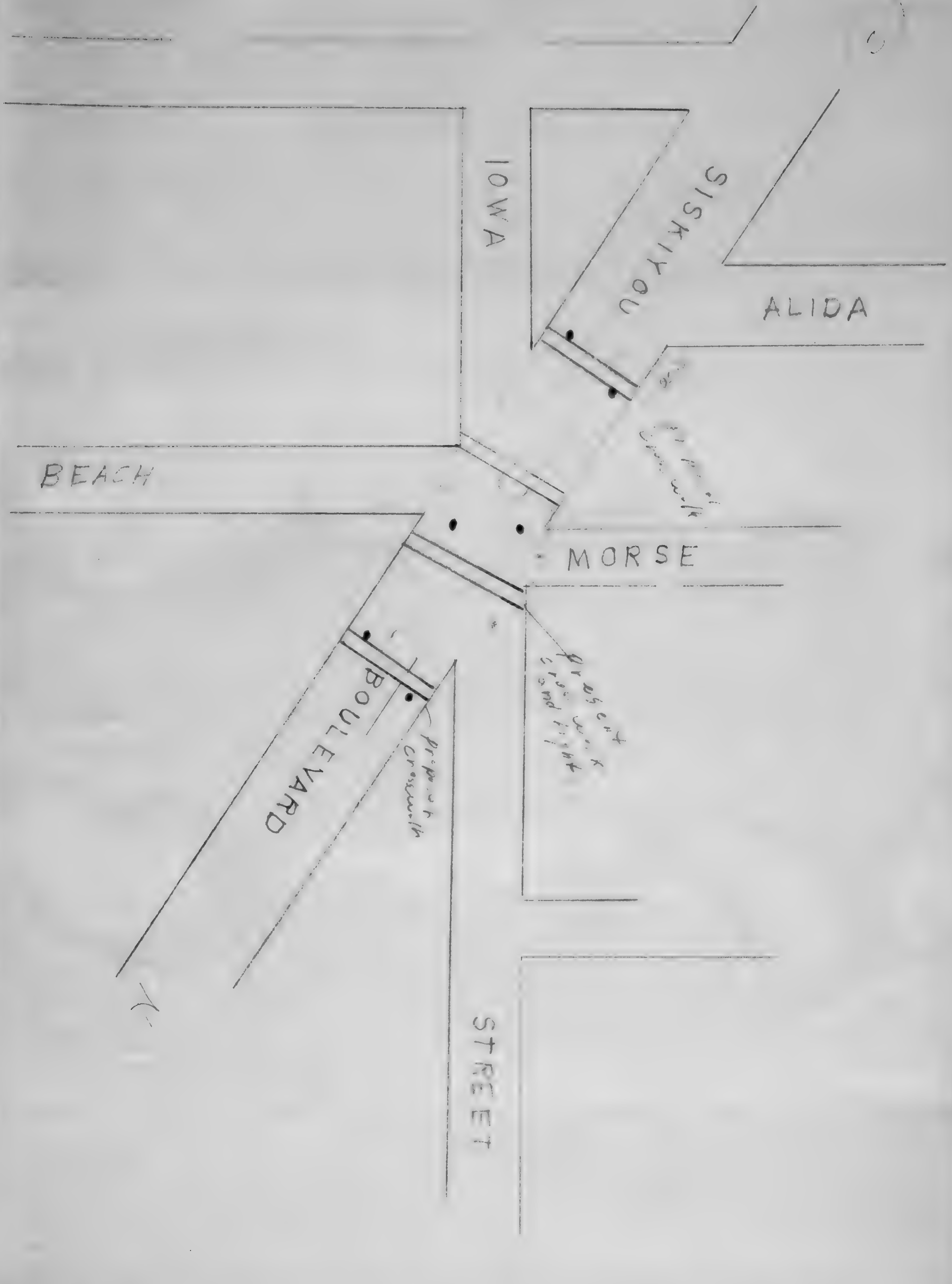
A sketch of the proposed crosswalks is enclosed. May we have your comments.

Yours truly,

E. C. Biegel

E. C. Biegel
City Supt.

RECEIVED
OCT 29 1957
OREGON
STATE HIGHWAY COMMISSION


IOWA
SISKIYOU
ALIDA
BEACH
MORSE
BOULEVARD
STREET
proposed crosswalk
present cross walk and light
proposed crosswalk

RECEIVED
OCT 29 1957
FOR FILING

FORM 2-90X—37,000—2-57—477

Maint
Traffic
Lights
Ashland

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1957

SUBJECT: State-City Agreement
Traffic Signal Installations
Siskiyou Blvd. at Wightman
Ashland
GSP 322

(322)

To: Clarence Swenson
County & City Relations Engr.
Office

There are attached 8 copies of an agreement for the installation of traffic signals at the intersection of Siskiyou Boulevard and Whightman in the City of Ashland. We have checked these agreements and have found them to be correct.

Will you please care for the further processing of these agreements.

For
F. B. Crandall
Traffic Engineer

NOTED
G. S. PAXSON

VPJ:kg

Attachments (8)

cc: G. S. Paxson

RECEIVED
OCT 24 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1957
FOR FILING

FORM E-38X—87,500—8-57—1477

15-1614

5093

Cross Referenced To:
Maint
Traffic S
Rel. Dirs.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 29, 1957

SUBJECT:

Contracting of Traffic Signal Project
Siskiyou Blvd.
(US99 at Whitman Avenue)
Ashland

To:

P. M. Stephenson
Bridge Engineer
Office

There are attached reduced negatives, special provisions and the estimates for the above mentioned traffic signal project with the City of Ashland. Will you please prepare this project for letting at the December Commission meeting.

The State-City agreements have been transmitted to the City of Ashland and to the Board of Education and it is assumed that the respective certified checks will be on deposit in time for letting the contract at the December Commission meeting.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

LEG:pk

Attachments

cc: G. S. Paxson ✓
C. Swenson

RECEIVED
OCT 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER
NOTED
G. S. PAXSON

RECEIVED
OCT 3 1957
FOR FILING

FORM K-30X—80,000—10-54—79484
45-16-14
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5093

Cross Referenced To:
Maint
Traffic S
Pub. Engr

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1957

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
Siskiyou Boulevard (US99) at Wightman
Street - Ashland

To: Leonard I. Lindas
Counsel
Office

The State Highway Commission, at its meeting on August 8 and 9, 1957, approved the installation of traffic signals at the intersection of Siskiyou Boulevard and Wightman Street in the City of Ashland. Will you please prepare the necessary State-City agreement.

It is believed that the following points should be covered in the agreement:

1. The highway involved is the Pacific Highway, No. 1, US99E, which in this section of Ashland is routed over Siskiyou Boulevard.

2. The intersection involved is that of Siskiyou Boulevard with Wightman Street.

3. It is planned to install fully actuated traffic signals at this intersection in accordance with the attached plans.

4. The installation is estimated to cost $9,000.

5. The State shall make the installation either with its own forces or by contract and in the first instance pay all costs thereof. The final cost shall be shared equally by the State, the City of Ashland, and the Southern Oregon College of Education.

6. The City of Ashland shall maintain the traffic signals after installation and pay for all electrical energy consumed. The City shall make no change in the timing of this traffic signal.

7. The City and the Southern Oregon College of Education, when returning the signed agreements, shall submit their checks for one-third the estimated cost of the installation.

8. It is agreed between the parties of this agreement that at such

time as the equipment installed under this agreement is in need of replacement, the cost of such replacement shall be shared on the same basis as the original installation.

If after preparation you will submit the agreements to this office through Mr. Paxson's office, we will check them and care for further processing.

Val Johnson

Val Johnson
Traffic Control Engineer

VPJ:kg

Attachments

cc: G. S. Paxson
Clarence Swenson

NOTED
G. S. PAXSON

RECEIVED
SEP 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 4 - 1957

~~FOR FILING~~
15-1614
8995

Cross Referenced To:
Maint
Traffic S
Ped. Xing

September 3, 1957

PE

Mr. E. C. Biegel
City Superintendent
City of Ashland
Ashland, Oregon

Dear Mr. Biegel:

On August 16, Mr. L. E. George of the Traffic Engineering Division contacted you in regard to the proposed traffic signal installation at the intersection of Siskiyou Boulevard (US99) and Wightman Street in the vicinity of the Southern Oregon College of Education. During the meeting several matters in regard to traffic signal installations in the city of Ashland were discussed.

The first matter discussed was the possibility of installing fixed-time traffic signals at the Wightman Street intersection instead of fully actuated signals as originally proposed. At this point there is very little vehicular traffic and the primary reason for signal installation is to care for pedestrians crossing Siskiyou Boulevard between the college and business establishments on the other side of the street. Although it is true that we have been having some difficulty in regard to pedestrians operating the push buttons at the Second Street intersection, it is not believed that such will be the case at Wightman Street which is outside of the central business district where pedestrians using the signal will be "repeat" customers.

The second point discussed was the possibility of converting the semiactuated installation at the intersection of Main Street and Second Street to fixed-time operation. It is believed that less over-all traffic delay results from the semiactuated installation; however, if fixed-time operation is the desire of the city, the State Highway Department is willing to convert the signal on a trial basis.

Also discussed was the school crossing signal at the intersection of Siskiyou Boulevard, Beach and Ohio Streets. This signal displays red, amber, and flashing amber indications to Siskiyou Boulevard and has a wait-walk indication for pedestrians crossing Siskiyou. This signal was installed by the City of Ashland as a school-crossing signal and the original installation was approved by the State Highway Commission; however, the plan of installation which was approved stipulated that this would be a standard school-crossing signal without wait-walk indications and with push button actuation operated by school-boy patrol. At the present time it operates as a fixed-time signal. When the new installation at Wightman Street is in operation, the school crossing signal will be bracketed by a set of signals having the standard red, amber, green indications. This will result in considerable violation of the school-crossing signal, with consequent hazards to pedestrians in the crosswalk. It is suggested that the school-crossing signal be removed from the intersection proper and moved to a point approximately 100 feet south thereof. It should then be changed to provide wait-walk signals, red, amber, green vehicle indications, and should be push-button operated.

Will you please advise me of the reaction of city officials to the proposals outlined above.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:kg:gm

RECEIVED
AUG 20 1957
FOR FILING

August 13, 1957

Cross Referenced To:
Maint
Traffic S
Ped. Xings

Hon. Richard L. Neill, Mayor
City of Ashland
Ashland, Oregon

Dear Mayor Neill:

Reference is made to correspondence that has interchanged among the City of Ashland, Southern Oregon College of Education and the State Highway Department relative to the signalisation of US 99 at Southern Oregon College where there is a large volume of pedestrian traffic between the gymnasium and athletic field on the easterly side of the highway and the main college buildings and dormitories on the west side. It appears that the signalization of this crossing point was decided in lieu of either an underpass or an overpass which could not be financed.

The State Highway Engineer reported the facts to the State Highway Commission at its meeting on August 8, 1957. He advised that because of the large volume of pedestrian traffic at this point it is necessary to provide some means of safety for the pedestrians which can be done by installation of a pedestrian operated traffic signal which is estimated to cost about $9,000. He further advised that Southern Oregon College has agreed to contribute one-third of this cost and that the City of Ashland has indicated that it too will assume payment of a like amount, which leaves an amount of $3,000 to be paid by the State. He recommended approval of the project on the basis of such cost allocation.

You will be pleased to know that the Highway Commission adopted the recommendation and authorized him to proceed with the installation when details have been worked out satisfactorily.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG/dp
cc: Mr. F. B. Crandall
Mr. Elmo N. Stevenson, President
Southern Oregon College of Education
Ashland, Oregon

RECEIVED
JUL 10 1957
FOR FILING

July 9, 1957

Oregon State Highway Commission

Gentlemen:

The Southern Oregon College of Education at Ashland has recently constructed a gymnasium and athletic field on the easterly side of the street which now carries US99 through Ashland. The main college buildings and dormitories are on the westerly side of the street. This has resulted in a large volume of pedestrian traffic back and forth across the street.

We have been negotiating with the College for several months concerning a cooperative project for either an overpass or underpass of the street for pedestrian use. This project would be relatively costly and the College was not able to finance its portion of the cost. In view of this, we have worked out a pedestrian operated traffic signal for this crossing which is estimated to cost $9,000. The College has agreed to contribute one-third of the cost and the City of Ashland is favorable toward contributing one-third, making the cost division $3,000 each to the College, the City, and the State Highway Commission. It is recommended that you approve the project on this basis of cost allocation.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. P. M. Stephenson
Mr. C. H. Maison
Mr. C. G. Swenson

GSP:gm fn

RECEIVED
JUL 10 1957
FOR FILING

SOCE

Cross Referenced To:
Maint
Traffic S
Ped. Xing.

July 9, 1957

Dr. Elmo N. Stevenson, President
Southern Oregon College of Education
Ashland, Oregon

Dear Mr. Stevenson:

Reference is made to your letter of June 27 concerning the pedestrian-actuated traffic signal at the college. We are recommending approval of the project by the Highway Commission with the cost to be borne one-third each by the College, the City of Ashland and the State. The next meeting of the Highway Commission is on August 8 and 9.

In your letter you advised that the City of Ashland had not formally acted on the proposal. It would be appreciated if you would keep me advised as to the City's action.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams

SOUTHERN OREGON COLLEGE OF EDUCATION
ASHLAND, OREGON

June 27, 1957

OFFICE OF THE PRESIDENT

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

We have gone over your proposal of instituting a signalized intersection at Southern Oregon College, Ashland, across Highway 99 and have made some tentative arrangements for bringing about this development.

The Oregon State Board of Higher Education at the June meeting approved allowing $3,000, or one-third of the approximate cost for the installation. The City of Ashland street committee is planning to present the matter to the council as a whole and has pledged themselves to a like sum. The remaining one-third is to come from the Highway Commission as indicated in your letter. You stated that after we had contacted the State Board and the City of Ashland and learned of their wishes then you would propose the project to the Highway Commission. We believe that this action can now be taken.

We shall look forward to working with you further on this project. Thank you for making it possible for us to attempt this method of crossing this main thoroughfare. We appreciate all of the preliminary study that you have made to bring about this proposal.

Sincerely yours,

Elmo N Stevenson

Elmo N. Stevenson
President

ENS:ah

NOTED
G. S. PAXSON

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OREGON
STATE HIGHWAY COMMISSION

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SOCE

Cross Referenced To:
Maint.
Traffic Safety
[illegible]

August 12, 1957

Dr. Elmo N. Stevenson, President
Southern Oregon College of Education
Ashland, Oregon

Dear Dr. Stevenson:

I have your letter of August 7 advising that both the Southern Oregon College of Education and the City of Ashland have agreed to the three-party project for pedestrian traffic signals at Wightman Street in Ashland.

I am pleased to advise you that the State Highway Commission acted favorably on this proposal at the meeting on August 8 with the understanding that the cost would be split equally between the State, the Southern Oregon College and the City of Ashland. We will prepare the formal agreement covering the matter and will send it to you for execution as soon as it is ready.

Because of the delay in getting the equipment for this installation, I am afraid that it will not be possible to get the signals in by the time school starts in September.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. H. B. Glaisyer
Mr. F. B. Crandall

SOUTHERN OREGON COLLEGE OF EDUCATION
ASHLAND, OREGON

August 7, 1957

OFFICE OF THE PRESIDENT

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

Some time ago we communicated with your office regarding a lighted crossing at Wightman Street intersection with Highway 99 in front of Southern Oregon College.

Your assistant state highway engineer, Mr. G. S. Paxson, wrote us indicating that such a crossing would be tried and that the approximate cost would be about $9,000. He suggested that this be shared three ways, the college share being $3,000, the city another $3,000 and the Highway Commission's contribution $3,000.

The State Board of Higher Education, at the June 11 meeting, approved the expenditure of $3,000 for this lighted crosswalk. The City Council of Ashland last evening approved their one-third. No doubt you will have to take the matter up with your Commission for their contribution.

We hope that these lights and the crossing can be put in at the earliest possible moment. College begins on September 23. Our grade schools begin on the 4th of September. This crossing will be used by both pupils and students, in addition to the many business men and their clientele in this area. If the lights could be installed before the busy season many hazards will be reduced. I thank you for your fine cooperation in this matter.

Sincerely yours,

Elmo N. Stevenson

Elmo N. Stevenson
President

ENS:ah

NOTED
G. S. PAXSON

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AUG [illegible] 1957
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
MAY 31 1957
FOR FILING

15-11-17

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Cross Referenced To:
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Ped. Xing

May 31, 1957

Dr. Elmo N. Stevenson, President
Southern Oregon College of Education
Ashland, Oregon

Dear Dr. Stevenson:

Following receipt of your letter of March 11 we have made quite a study of the pedestrian crossing in front of the college. We are still very doubtful of the advisability of putting in a traffic signal as we have found that these isolated signals are the best possible way to increase vehicular accidents, especially rear-end collisions. We are, however, ready to recommend to the Highway Commission that the installation be tried out.

We believe that it would be necessary to put advance warning signals at either side of the intersection to warn traffic that they are approaching a signalized intersection. The signals themselves would be fully actuated, with a pedestrian button to actuate them in case pedestrians wished to cross when no vehicle was approaching. Our estimate of the cost of the installation is $9,000.

The policy of the State Highway Commission for signals within cities is that the state and city cooperate equally in the cost and that the city furnish the electrical energy and maintain the signals. In this particular case, the occasion for a signal is primarily the college traffic and it would seem only reasonable that the cost be shared by the college. I would propose that on this installation a three-way participation be arranged with one-third of the cost to the college, one-third to the city, and one-third to the state. I would appreciate it if you would discuss this with the City of Ashland and if this is agreeable, I will present the matter to the State Highway Commission.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. F. M. Stephenson
Mr. C. G. Swanson

GSP:gm

FORM 230—50M—8-56—96834

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1957

SUBJECT: Pedestrian Control
US99 and Wightman
Ashland
Vicnity of Southern Oregon College of Education

To: G. S. Paxson
Assistant State Highway Engineer
Office

As per your instructions we have worked up a plan of signalization at the above indicated location, copy of which is attached hereto. This is the alternative proposition, in lieu of pedestrian overcrossing or undercrossing, as requested by Dr. Stevenson, President of the College.

We have set this up for a fully-actuated installation complete with pedestrian pushbuttons and Walk-Wait indications and also advance warning signs with flashing beacons. The total estimated cost is $9,000.

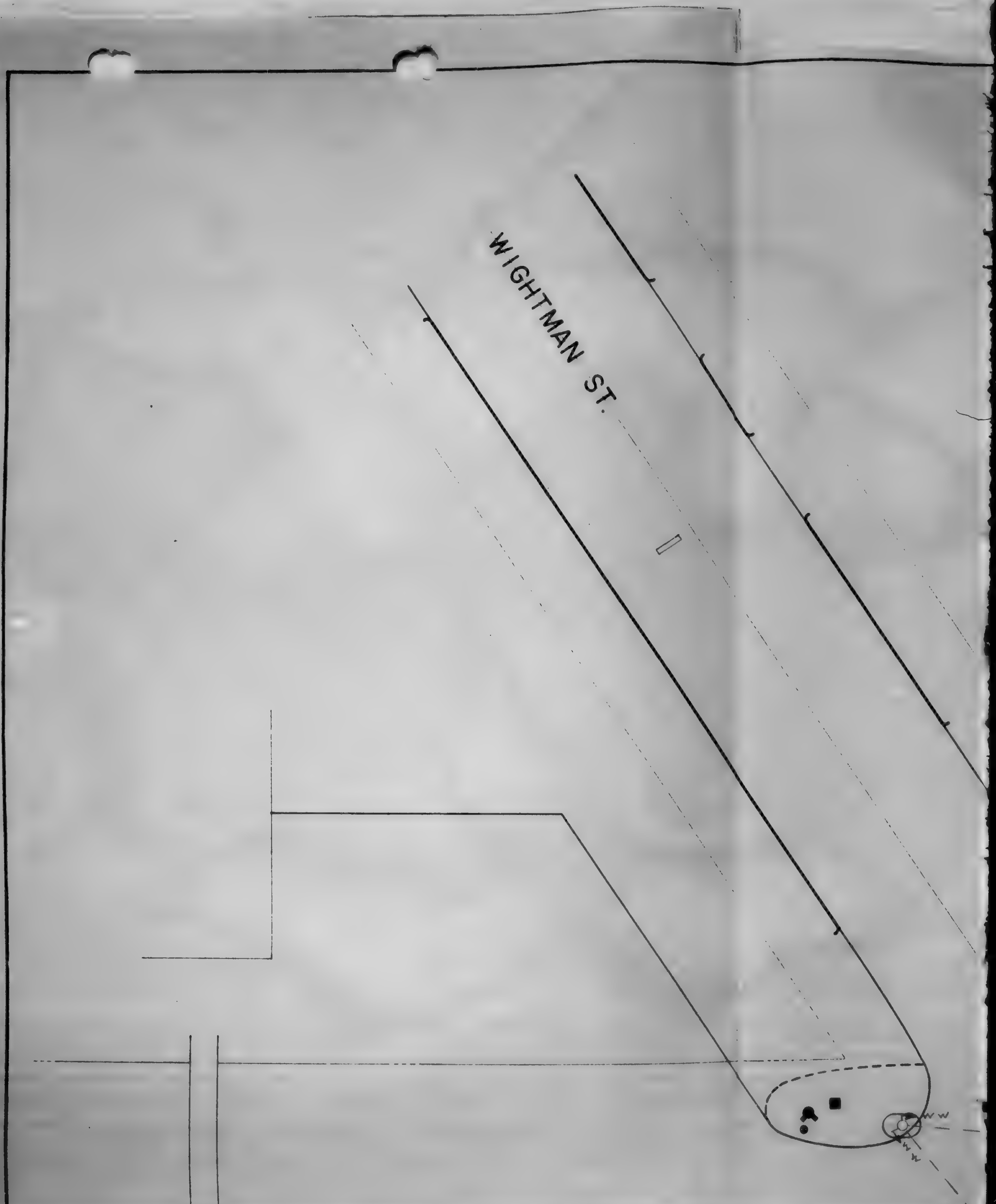
I am still dubious about signalization treatment in this outlying relatively high-speed highway intersection, and in order to preclude excessive number of rear-end type collisions we have incorporated the advance flashing warnings which tend to run up the cost a bit over and above that accruing to a fully-actuated job on a wide, four-lane section with extra strength poles, etc.

F. B. Crandall
Traffic Engineer

FBC:njs

Attachment

RECEIVED
MAY 29 1957
OFFICE OF
STATE HIGHWAY ENGINEER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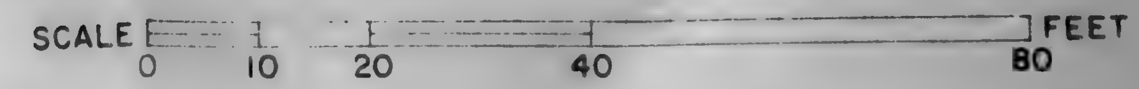
TRAFFIC
with flash

Proposed Traffic Signal
Installation
Ashland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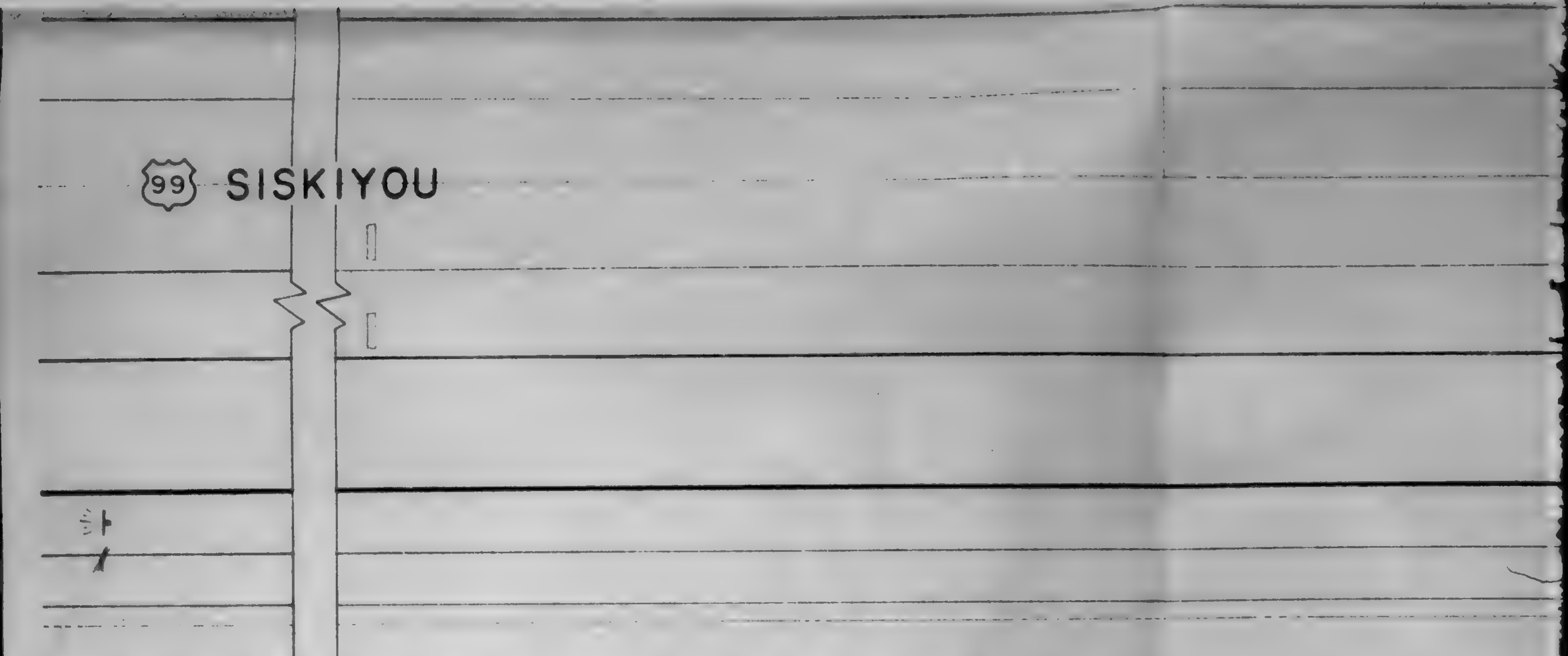
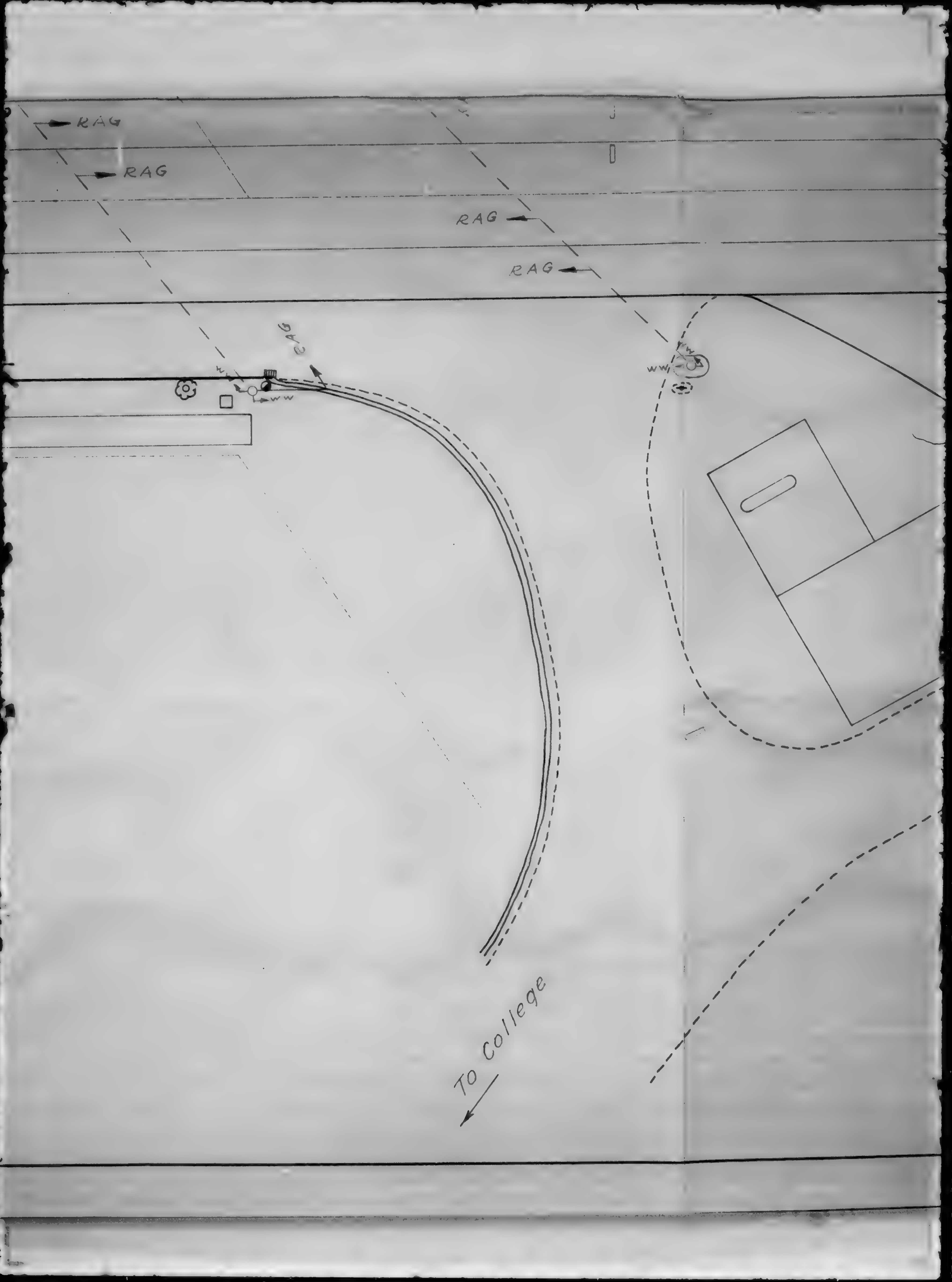

99 SISKIYOU

"TRAFFIC SIGNALS AHEAD" Sign with flashing beacon.

▭ Traffic Detectors

ESTIMATED COST

TRAFFIC SIGNALS	$9,000.00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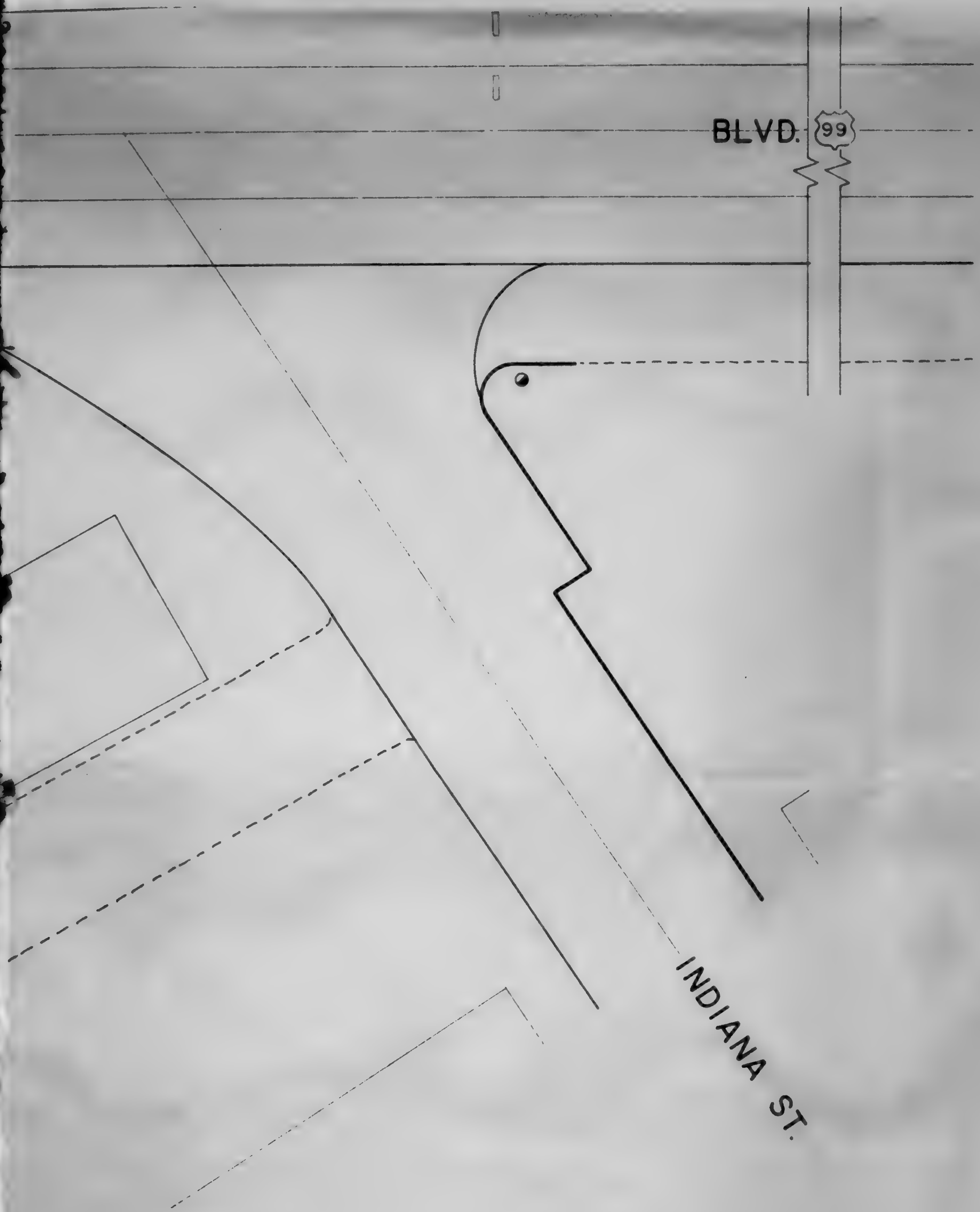
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99
INDIANA ST.

SOUTHERN OREGON COLLEGE OF EDUCATION
ASHLAND, OREGON

March 11, 1957

OFFICE OF THE PRESIDENT

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

We are in receipt of your letter of February 21 in which you enclosed a study of a possibility for a pedestrian underpass on Highway 99, along with appropriate sketches thereof, for Southern Oregon College.

This matter has been discussed rather thoroughly with the Chancellor and other central office staff. We have come to the conclusion that for a few years until we discover our exact needs we would like to try a crossing at the street level,which might be accompanied with lights. We will discuss this matter further with you. I feel at this time that the ground level crossing is the best temporary measure.

I trust that you will bear with us until we have given this further, thorough study. Thank you for being so cooperative.

Sincerely yours,

Elmo N. Stevenson

Elmo N. Stevenson
President

ENS:ah

RECEIVED
MAR 13 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 1 1957
FOR FILING

SOUTHERN OREGON COLLEGE OF EDUCATION
ASHLAND, OREGON
OFFICE OF THE PRESIDENT

15-7614
5093

February 28, 1957

Cross Referenced To:
Maint
Traffic
Rd. Xings

Mr. G. S. Paxson
Assistant State Highway Engineer
Salem, Oregon

Dear Mr. Paxson:

Recently we received your letter and your proposal for an underpass for pedestrians on highway 99 at Southern Oregon College. Your sketches and approximate costs are appropriate, however, before we can make any decisions on this matter it will be necessary for us to confer with our central office in Eugene. We shall let you know the results of our discussion with that body as soon as we are able to hold such a meeting.

Thank you for your fine service and concern in helping us to solve our problem.

Sincerely yours,

Elmo N. Stevenson

Elmo N. Stevenson
President

ENS:ah

RECEIVED
MAR 1 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
FEB 25 1957
FOR FILING
15-1614
5093

Cross Referenced To:
Maint.
Traffic
[illegible]

February 21, 1957

Dr. Elmo N. Stevenson, President
Southern Oregon College of Education
Ashland, Oregon

Dear Dr. Stevenson:

This will acknowledge receipt of your letter of February 19.

Prior to receiving your letter, we had made further studies of a possibility for a pedestrian underpass and had drawn up a sketch, a copy of which I am attaching. A preliminary estimate of such underpass is $65,000, which includes lighting and also lining of the structure with ceramic tile. While this tile is quite expensive, we have found it very worth-while in Portland because of the practice of drawing objectionable pictures and other writing upon the rough concrete walls if they are not lined. Ceramic tile will allow us to keep these fairly clean and also improves the lighting.

We have again considered the matter of signalization and do not believe that it is advisable at this point. As you know it would be an isolated signal, and with the present vehicular traffic of 5,700 vehicles per day with a probability that this will double within the next 10 to 15 years, we would anticipate a large number of rear-end collisions should the signalization be put in. There is also the experience we have with the use of a pedestrian signal. We find that especially with people of student age, they will not wait for the proper signal activation, and if they should happen to arrive at the crossing a few seconds after the signal was against them, they would walk on across the street anyway.

The next time I am in Ashland, I hope to see you again and will explain this matter more fully.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams

SOUTHERN OREGON COLLEGE OF EDUCATION
ASHLAND, OREGON

OFFICE OF THE PRESIDENT

February 19, 1957

Mr. G. S. Paxon
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxon:

We have gone over the proposal which you presented to us on February 6, at some length and have conferred with some of our engineer friends in this area relative to the proposed pedestrian crossing at Wightman Street.

It is our considered judgment that neither an overcrossing or undercrossing is the answer at this time. We need lights and a street level crossing, at the point where either of the other crossings were suggested.

Our city engineer has indicated that the overcrossing is preferable to the undercrossing and that there is sufficient city property in front of the Mobile Gas Station to provide for buttresses and stairway exits should it ever become desirable to put in the overcrossing.

We trust that our recommendation can be carried out and that it meets with your approval. We thank you for coming down to survey the problem and for your services relative to its solution.

Sincerely yours,

Elmo N Stevenson

Elmo N. Stevenson
President

ENS:ah

RECEIVED
FEB 20 1957
OREGON
STATE HIGHWAY COMMISSION

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FEB 7 1957
FOR FILING

[illegible]

[illegible]

Cross Referenced To:
Maint
Traffic s
Ped Xing

February 6, 1957

Dr. Elmo N. Stevenson, President
Southern Oregon College of Education
Ashland, Oregon

Dear Dr. Stevenson:

After our conference in your office yesterday, Mr. Crandall and I spent some further time on the site of the proposed pedestrian crossing at Wightman Street. The more I look at this, the more it seems that the difficulties and cost of an overcrossing are going to be so great that the project probably cannot go forward.

Any overcrossing that is built would require crossing the entrance of the service station to Wightman Street, and even though this were carried at a high level across this entrance, there would still be grounds for very material damage claims. An overcrossing of the highway also requires that users climb about 20 feet above street level to cross. In addition to these objections, the structure would be quite costly.

The only alternate solution, if we are to separate vehicular and pedestrian traffic, would be an undercrossing. This could be built so that the barrel of the undercrossing goes underneath the access to the service station and would not interfere with it. On the lower or east end of the undercrossing, the walkway could be continued easterly from the service station property line on your property and just back of the Wightman Street sidewalk until it comes approximately to the grade of the sidewalk. At the westerly end we would have to build a retaining wall beyond the end of the barrel and bring up either ramps or steps to the sidewalk level. I would suggest that we provide these ramps or steps in both directions from the barrel so as to serve pedestrians coming from either north or south.

This underpass would be of the same dimensions and similar to the underpass of Front Avenue at Morrison Street in Portland, which you have already inspected. Adequate lighting could be provided both in the barrel and approaches on each end. I would suggest that you give this matter further thought and advise me of your conclusions.

In any design, whether an overpass or an underpass, we will need a map with contours showing the elevation of the area in the vicinity of the separation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams
Mr. P. M. Stephenson
Mr. F. B. Crandall

RECEIVED
JAN 25 1957
FOR FILING

[illegible]

Cross Referenced To:
Maint
Traffic 5
Red. King

Salem, Oregon
January 25, 1957

Mr. P. M. Stephenson
Bridge Engineer

Pedestrian overcrossing - proposed development at Southern Oregon College of Education at Ashland

I am attaching a copy of a map showing the proposed development of the Southern Oregon College of Education at Ashland. I am also attaching a copy of Mr. Crandall's report on this matter.

Will you please make an estimate of the cost of building a pedestrian overcrossing at the site shown on the map. I am of the opinion that it will be necessary to put in some fencings to force the use of an overcrossing, and an estimate of the cost of this fencing should be included in the cost of the project.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachs.
cc Mr. W. C. Williams
Mr. F. B. Crandall

FORM E30—50M—6-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 18, 1957

SUBJECT: Pedestrian Crossings
Vicinity of Southern Oregon College
of Education
US99 - Ashland

To:
Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Attached is correspondence from Dr. Elmo N. Stevenson, President Southern Oregon College of Education, dated November 30, Mr. Williams acknowledgment of December 4 and two maps showing 20-year development - Phase C, at the College.

On Friday, January 11, Mr. Val Johnson of this office, met with Dr. Elmo N. Stevenson; Mr. E. C. Biegal, Superintendent, City of Ashland; and the local superintendent of schools; in regard to pedestrian crossings on US99 in the vicinity of the college in the southerly portion of Ashland. I quote the following to you from Mr. Johnson's letter to me.

"It was found that the college has purchased property on the northerly side of Siskiyou Boulevard across US99 from the present college buildings. Considerable development is planned in this area including the heating plant, physical education building, stadium and housing for married students. Some of the buildings are under construction at the present time and in the not too distant future, all gymnasium classes will be held in the new physical education building. Dr. Stevenson is concerned with the problem of large numbers of students crossing US99 in going to and from the two portions of the campus.

"It would be desirable to provide some means of pedestrian protection at the proposed crossing. Such protection could either be traffic signals or a grade separation which, because of local drainage problems, would of necessity be an overcrossing. Neither the city nor the college is in favor of a traffic signal and in view of the more or less constant use of the crossing, I concur in their thoughts.

"I pointed out our usual difficulties with pedestrian grade separations and stated that if a separation were constructed, it would be necessary to install fencing in such a manner that it would be impossible for students to cross at grade. I further stated that I would report the results of the conversation to my superiors.

"I would recommend that consideration be given to the construction of a pedestrian overcrossing. Because of the general slope of the ground from southwest to northeast, certain difficulties will be experienced on the northerly side of Siskiyou Boulevard in the way of providing a landing. Such difficulties should not be insurmountable. From the tenor of Dr. Stevenson's remarks, I drew the inference that it was his opinion that the cost of the construction of a separation would be shared by the city, State Highway Department and the College."

Mr. Johnson advises that the proposed pedestrian overpass would be approximately 80 feet in length and that it would require an on the site inspection by representative of the Bridge Division in consultation with college officials and architect to determine exact placement before an estimate could be made.

In summary, I think the following can be set forth:

1. From our standpoint that a pedestrian overcrossing is definitely desirable and we would recommend that such be done.

2. That a representative of the Bridge Division contact the college officials and the architect to determine exact location of structure and develop an estimate.

3. That after an estimate has been obtained, the matter be referred to Dr. Elmo N. Stevenson, President S.O.C.E., with a recommendation as to allocation of costs.

F. B. Crandall
Traffic Engineer

JAH:eh

RECEIVED
JAN 21 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 4 1956
FOR FILING

15-1614

5093

R

December 4, 1956

Dr. Elmo N. Stevenson, President
Southern Oregon College of Education
Ashland, Oregon

Dear Dr. Stevenson:

I am pleased to acknowledge receipt of your letter of November 30 and advise that I will arrange for a representative of our Traffic Engineering Division to consult with you at some convenient time relative to the matters brought out in your letter.

The Traffic Engineer will contact you direct as to a meeting and the time.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Mr. Forrest Cooper
Mr. F. B. Crandall

SOUTHERN OREGON COLLEGE OF EDUCATION
ASHLAND, OREGON

November 30, 1956

OFFICE OF THE PRESIDENT

REFERRED TO Crandall
By State [illegible] Engineer

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

At Southern Oregon College we have a problem that involves the State Highway Commission, the City of Ashland and the State Board of Higher Education. As you know the college owns property on both sides of the Siskiyou Boulevard, the present 99 Highway. Enrollment is skyrocketing, the area about the college is growing by leaps and bounds, and certain other developments call for putting in safe, permanent highway crossings. Traffic lights are possibilities. An overpass has many advantages, and then there is the possibility of an underpass, since a heat line will need to go under the highway within the next few months. Since several agencies are involved, and since this cross highway traffic at Siskiyou and 66 or near it is becoming enormous, I feel that you or your representatives should study the problem carefully. Then let us get together on a mutual arrangement basis for the best type of pedestrian crossing. I am sure the Ashland Public Schools are also interested in this problem.

Will your office please study the situation at its earliest convenience and let us know when we can confer with you on the solution. Within the year the college is putting in a central heating plant below 99 and will need to go under the highway with its main trunk line to the campus building south of 99. The present highway crossings are not working out satisfactorily to either the pedestrian nor to you highway people. Thank you for considering this matter.

Sincerely yours,

Elmo N. Stevenson mm

Elmo N. Stevenson
President

ENS:mm

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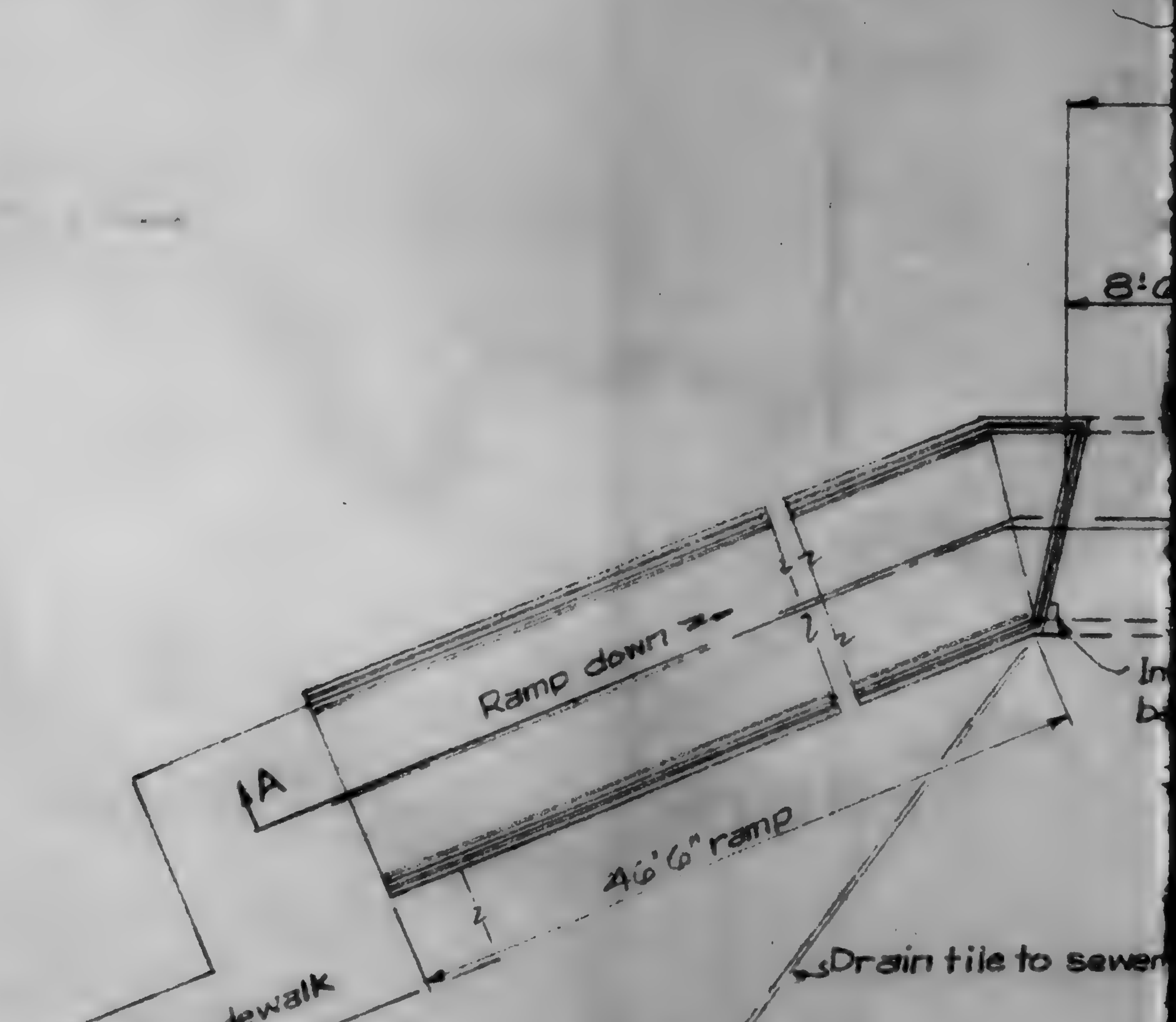
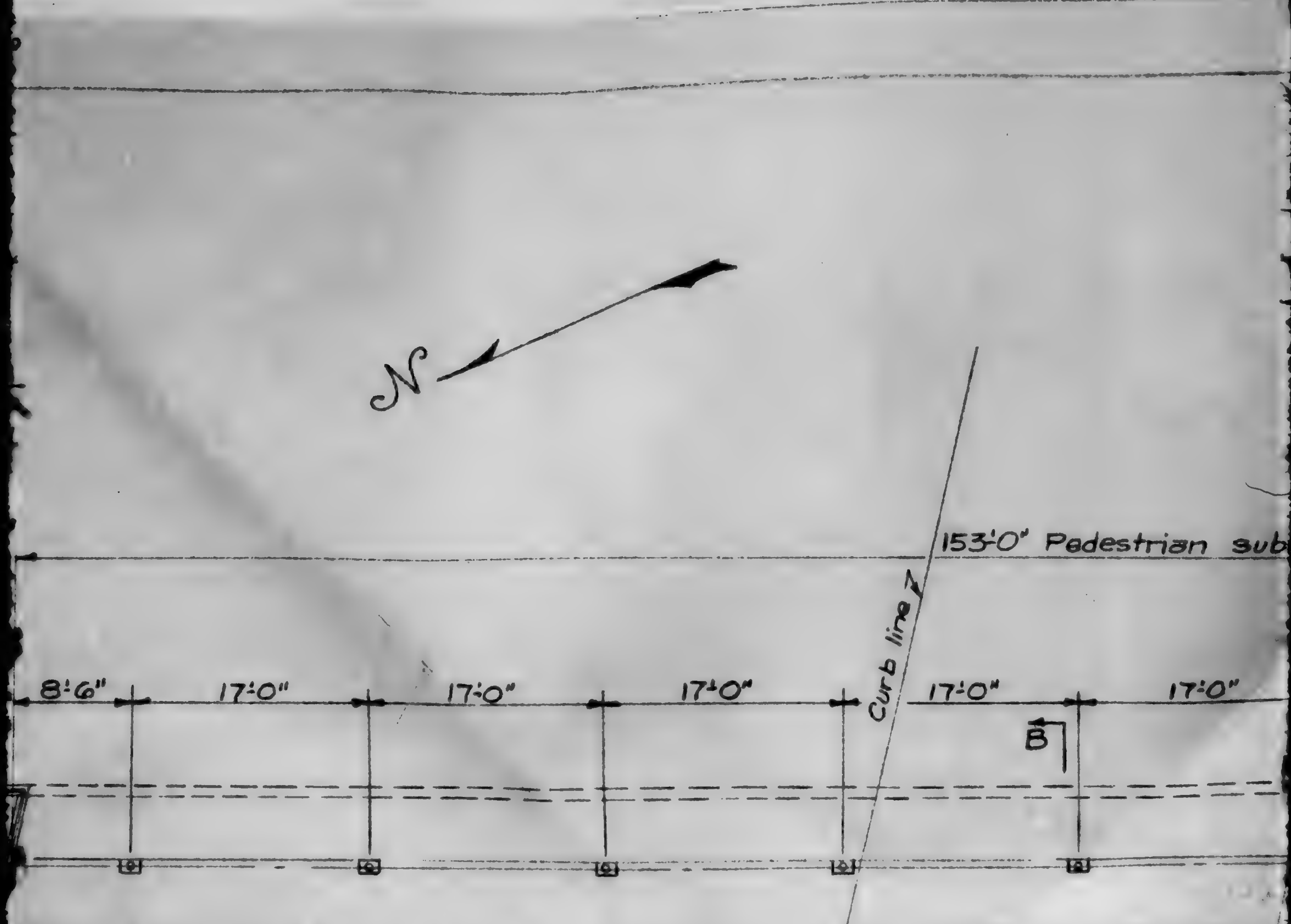
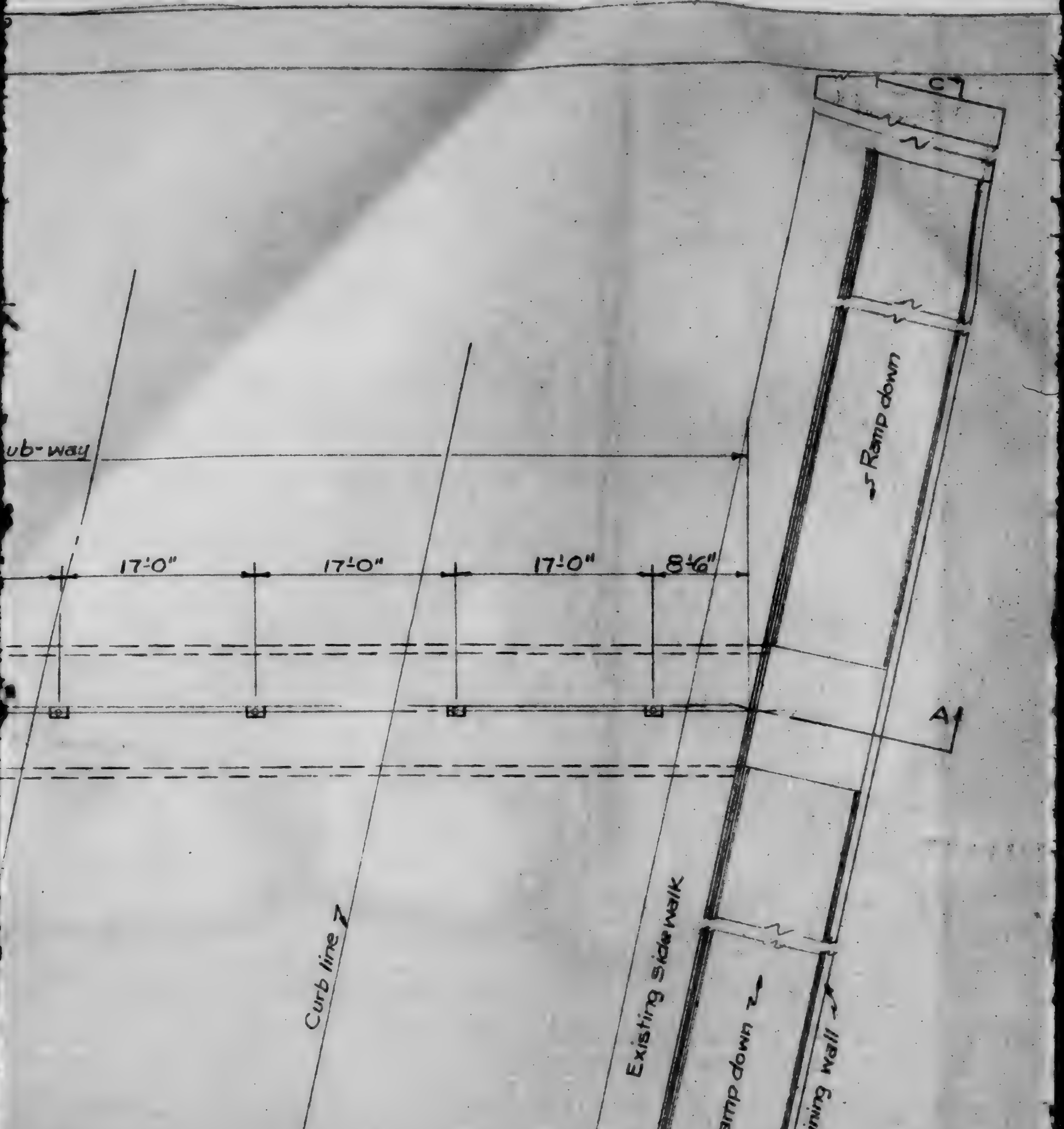
DEC 3 1956
STATE [illegible]

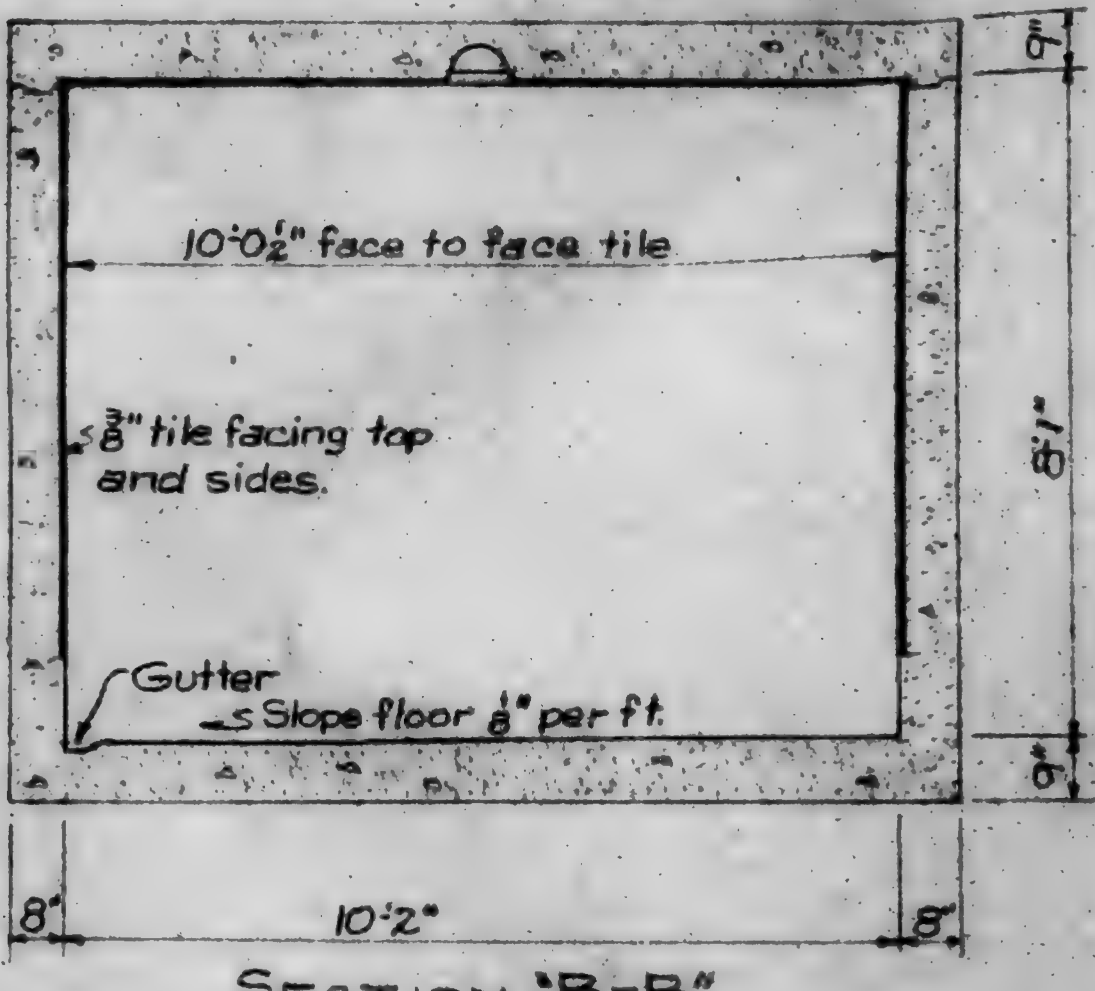
820


8'-0
Ramp down
A
46'6" ramp
2
In
b
Drain tile to sewer
Existing sidewalk
AAN ST.

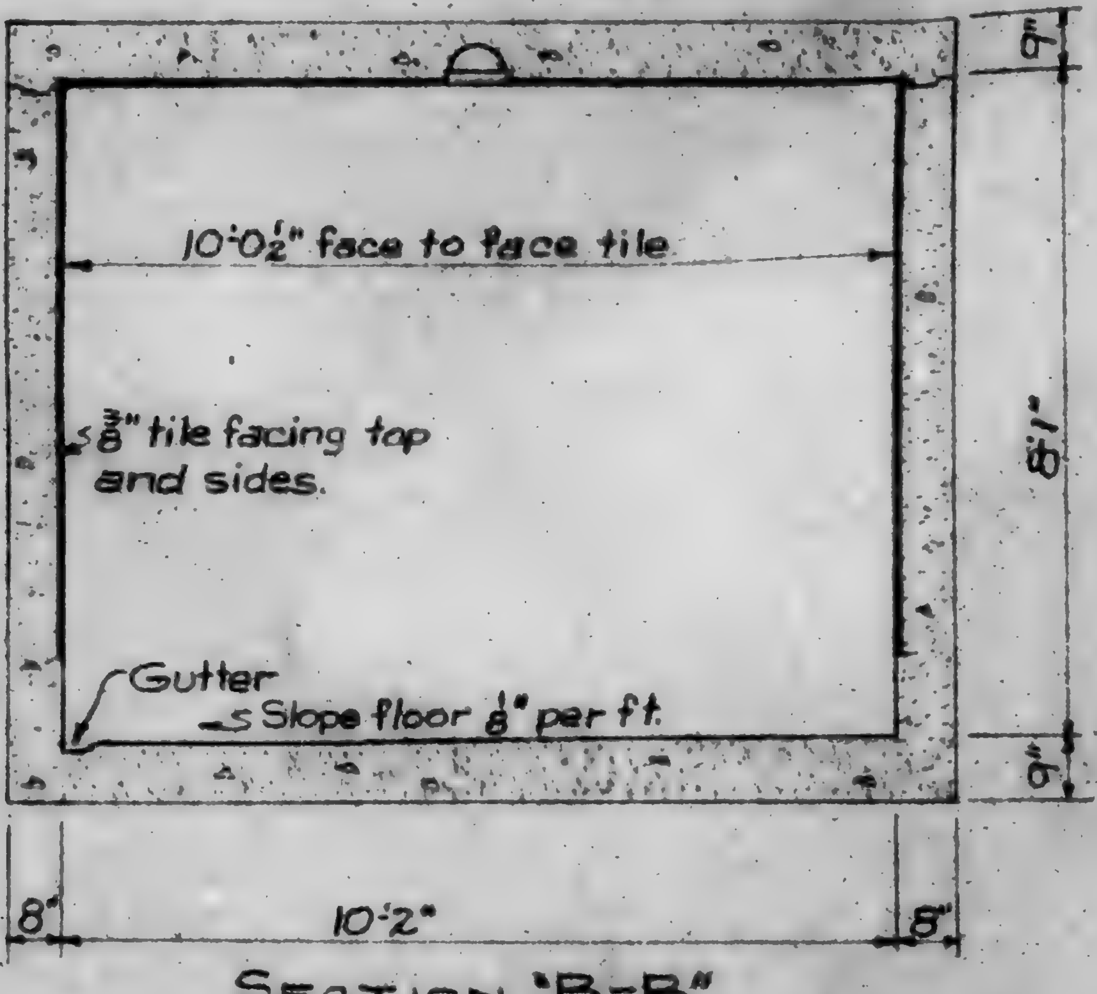

N
153'-0" Pedestrian sub
8'-6"
17'-0"
17'-0"
17'-0"
17'-0"
17'-0"
Curb line
B
B
Install std. drain in floor of barrel.
sewer
ST.
℄ Siskiyou Blvd.

PLAN
Scale 1"=10'-0"

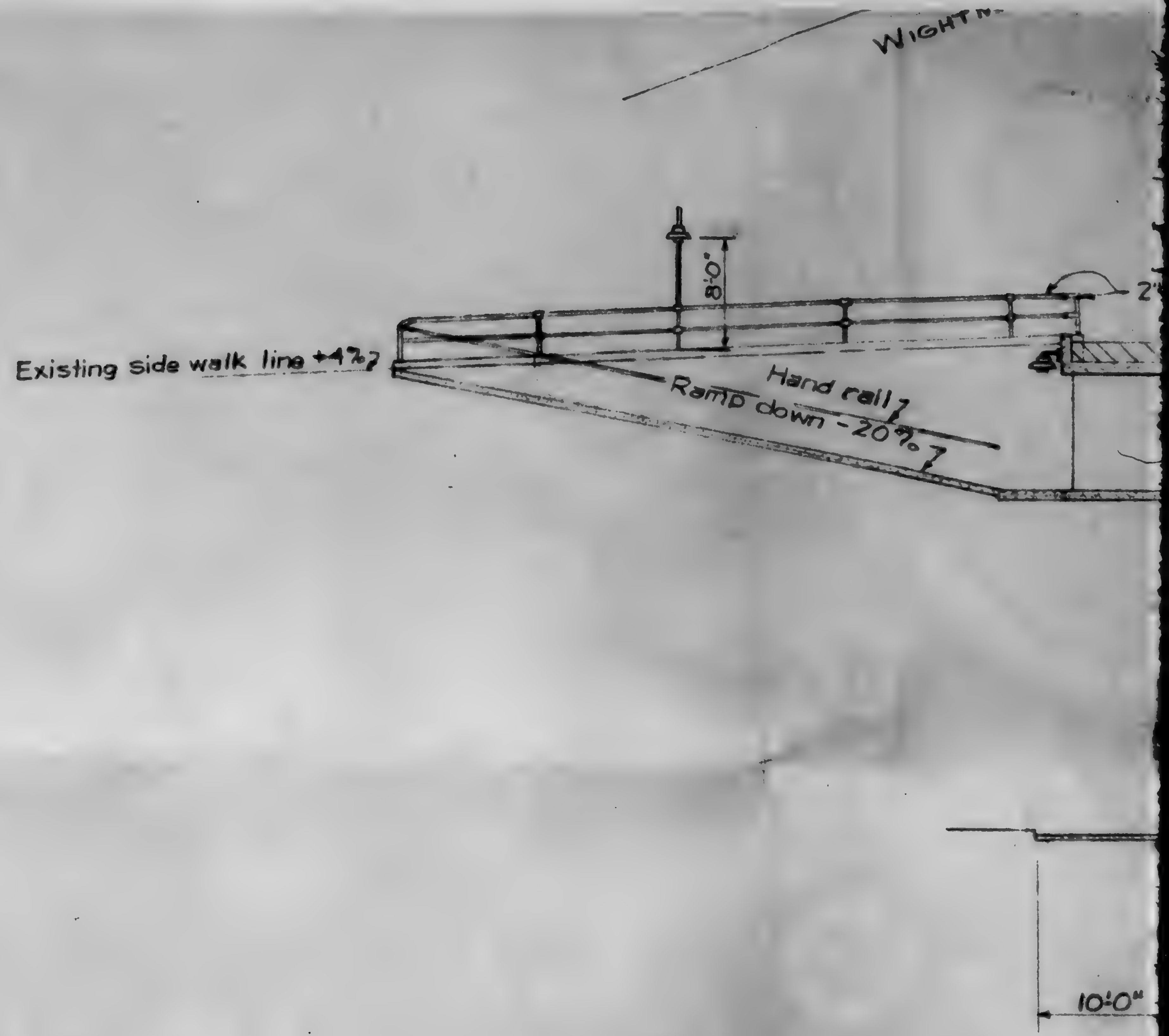

C
ub-way
17'-0"
17'-0"
17'-0"
8'-6"
Ramp down
A
Curb line
Existing sidewalk
Ramp down
Retaining wall
5'-0"
0"

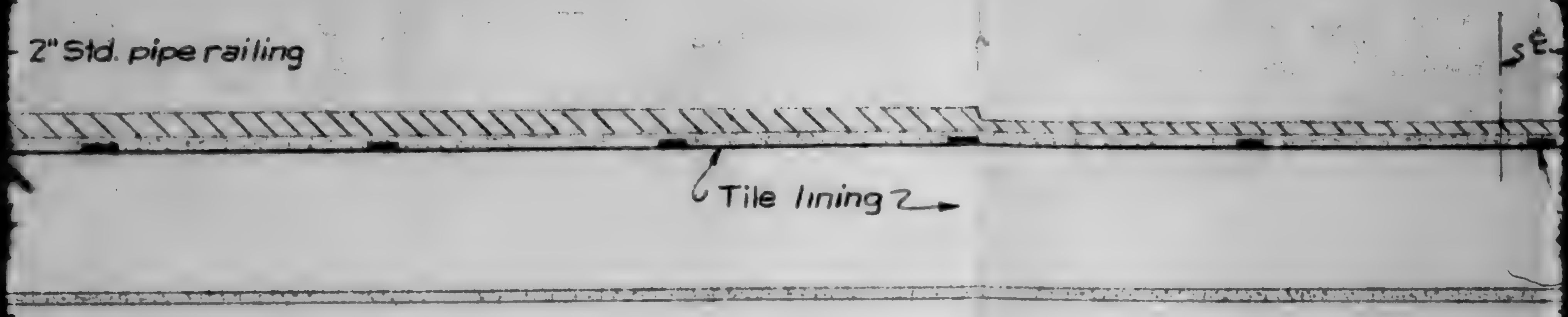

10'-0½" face to face tile
⅜" tile facing top and sides.
Gutter
Slope floor ⅛" per ft.
9"
8'-1"
9"
8"
10'-2"
8"

SECTION "B-B"
Scale ⅜" = 1'-0"

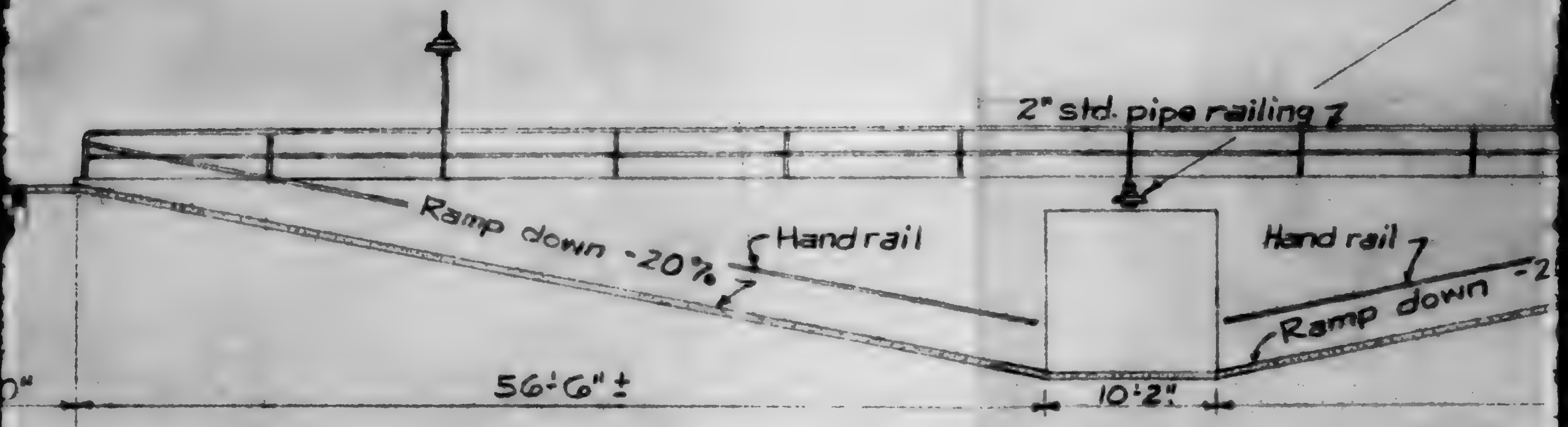

10'-0½" face to face tile
⅜" tile facing top and sides.
Gutter
Slope floor ⅛" per ft.
9"
8'-1"
9"
8"
10'-2"
8"

SECTION "B-B"
Scale ⅜"=1'-0"

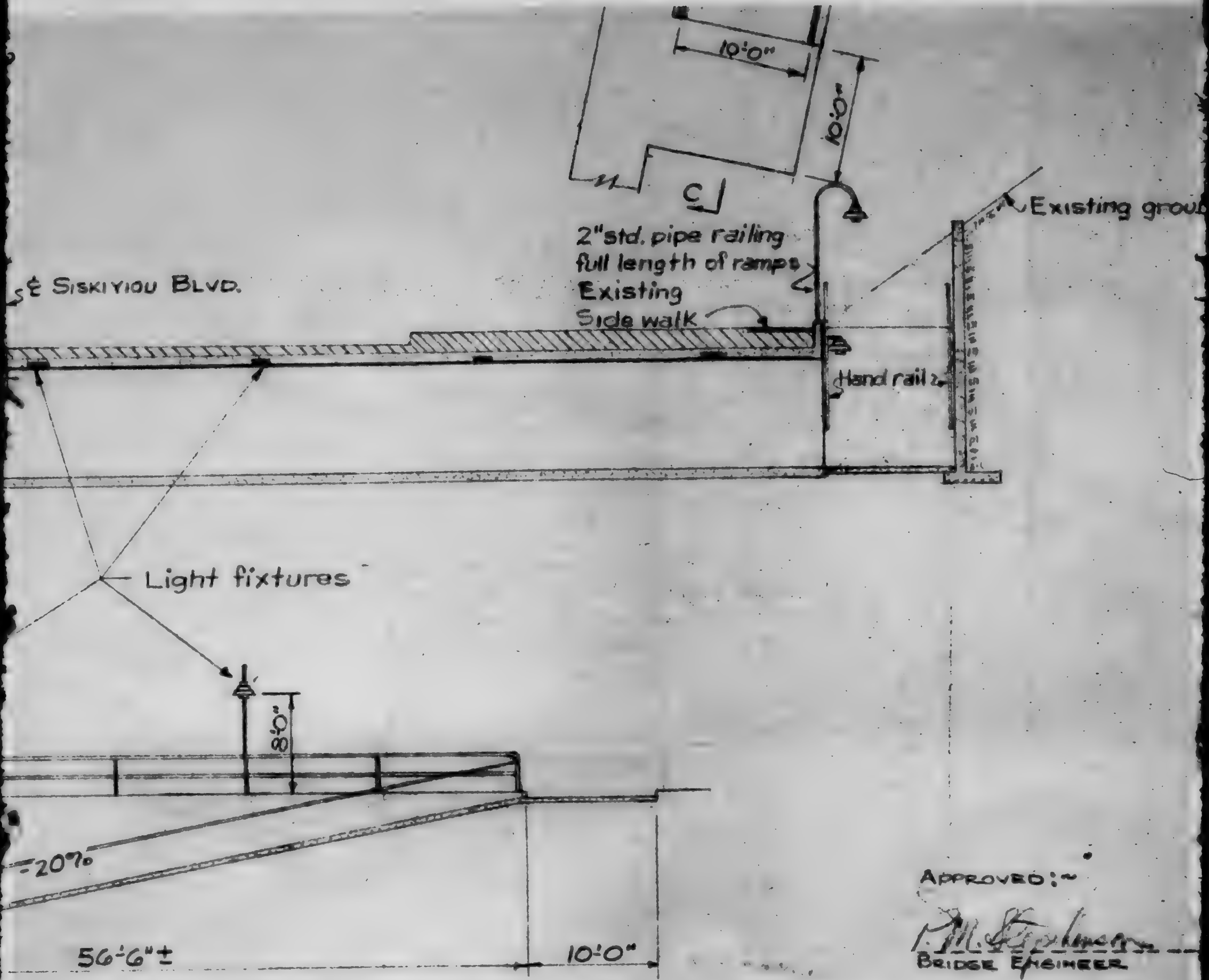

WIGHTM
8'0"
2"
Existing side walk line +4%
Hand rail
Ramp down -20%
10'0"


2" Std. pipe railing
Tile lining

SECTION "A-A"
Scale 1"=10'-0"


2" std. pipe railing
Ramp down -20%
Hand rail
Hand rail
Ramp down
56'-6" ±
10'-2"

SECTION "C-C"
Scale 1"=10'-0"


10'0"
10'0"
C
2"std. pipe railing
full length of ramps
Existing
Side walk
Existing grou
℄ Siskiyiou Blvd.
Hand rail
Light fixtures
8'0"
=20%
56'6"±
10'0"

APPROVED:~

BRIDGE ENGINEER

round line $1\frac{1}{2}:1$ slope

OREGON
STATE HIGHWAY COMMISSION

PEDESTRIAN SUBWAY
OF PACIFIC HIGHWAY AT SOUTHERN
OREGON COLLEGE IN ASHLAND
PACIFIC HIGHWAY ~ JACKSON COUNTY
PRELIMINARY DETAILS

SCALE AS NOTED
FEB. 13, 1957
DRAWN BY W.D.G.

SHEET 1 OF 1
BRIDGE No. 8309
DWG. No. 8309-8

CAMPUS SOUTH

PROPOSED 20

PHASE C

LEGEND

LAND

☐ EXISTING BOUNDARY

☐ PHASE A

☐ PHASE B

B

☐

■

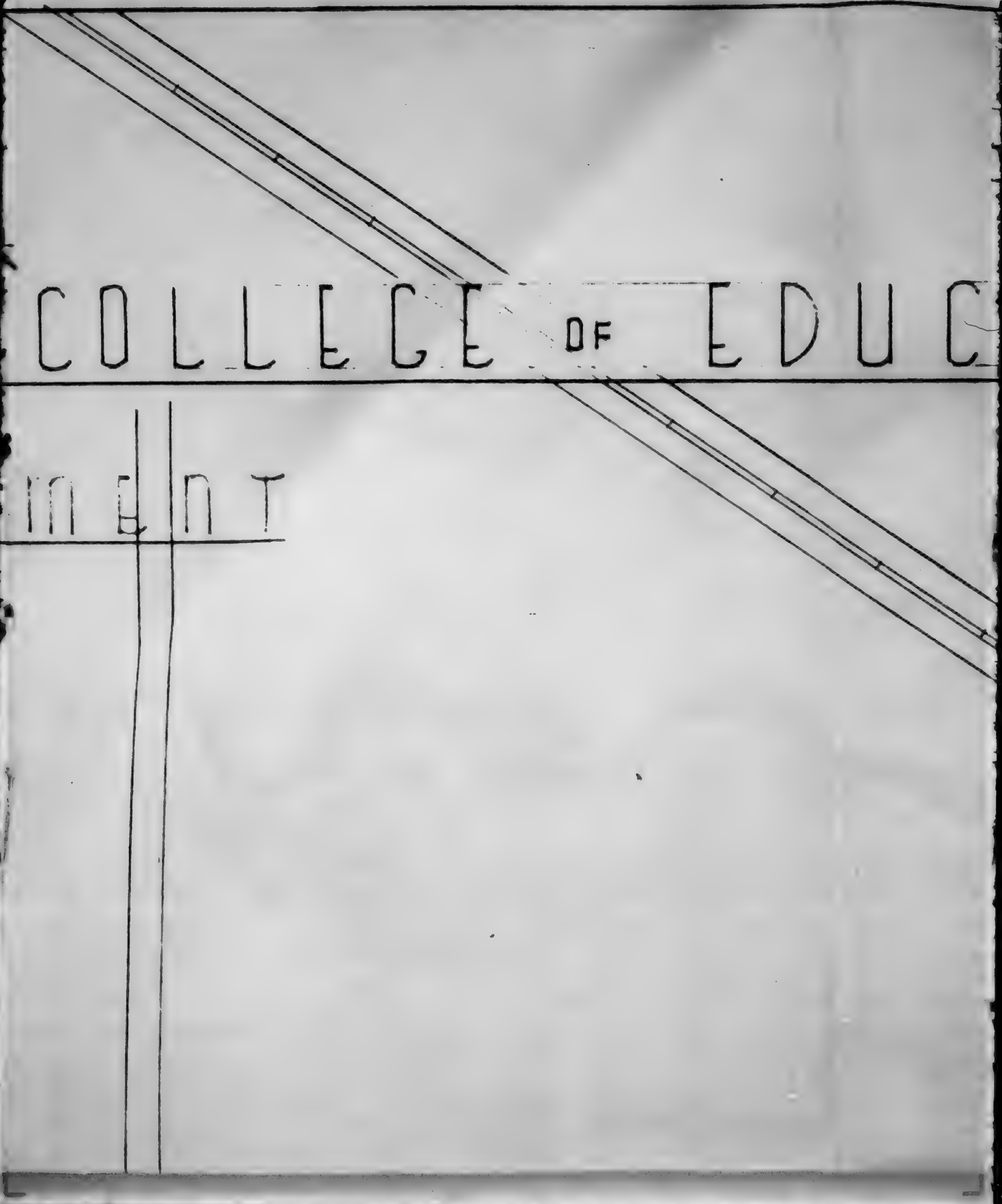
▨

HERN OREGON

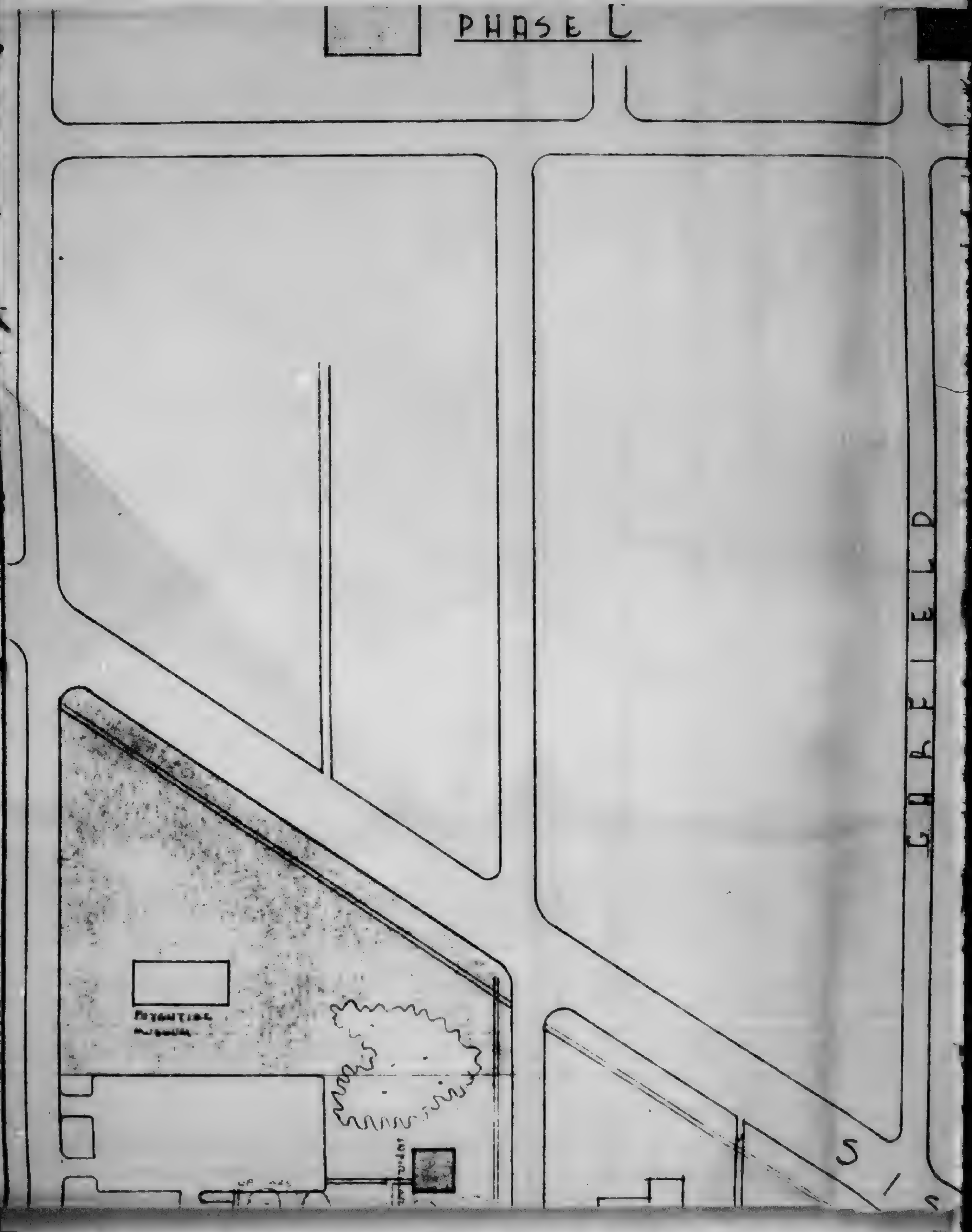
20 YEAR DEVELOP

BUILDINGS

- □ EXISTING PERMANENT STRUCTURES
- ■ PHASE A
- ▨ PHASE B

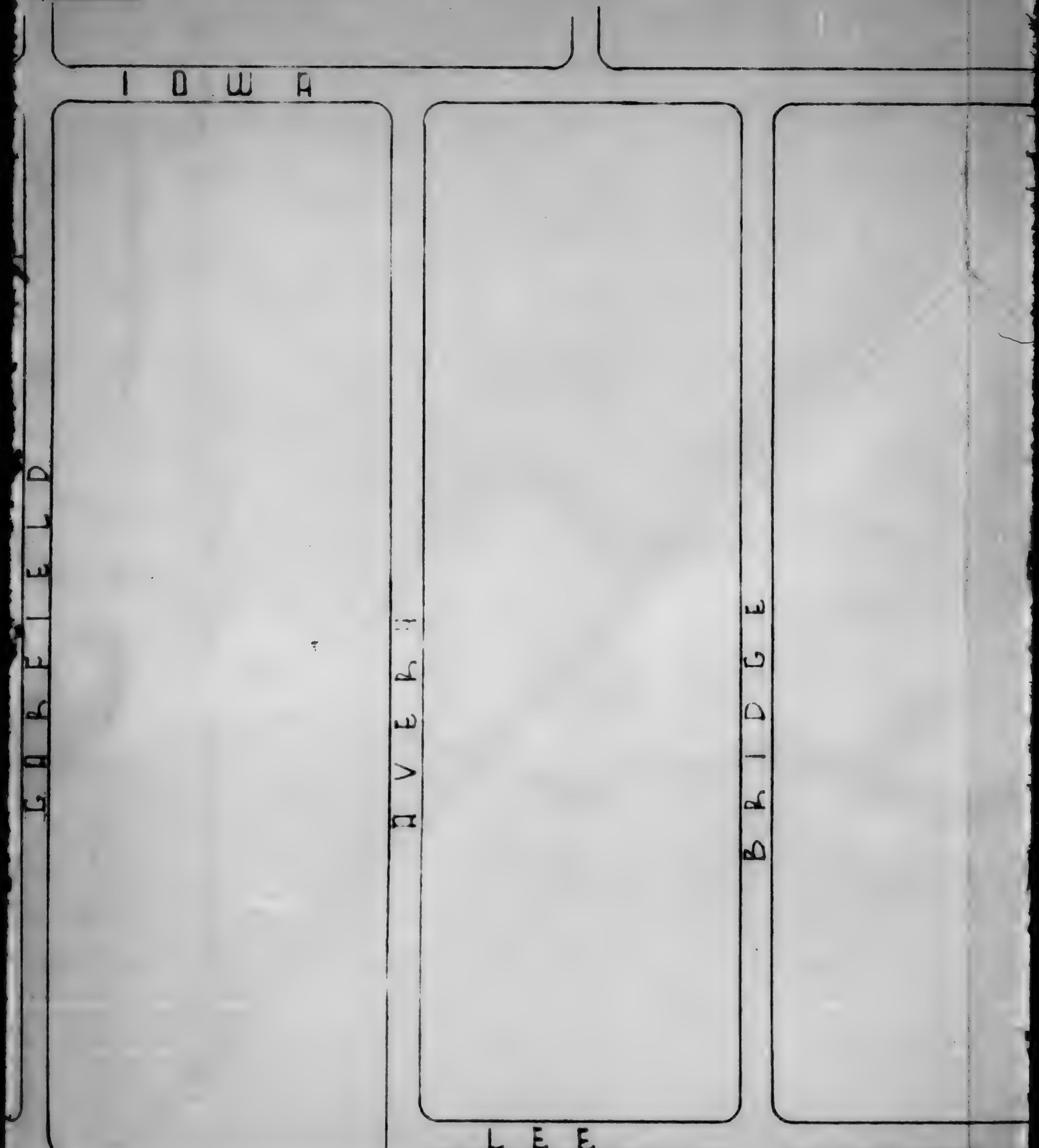

COLLEGE OF EDUC
MENT

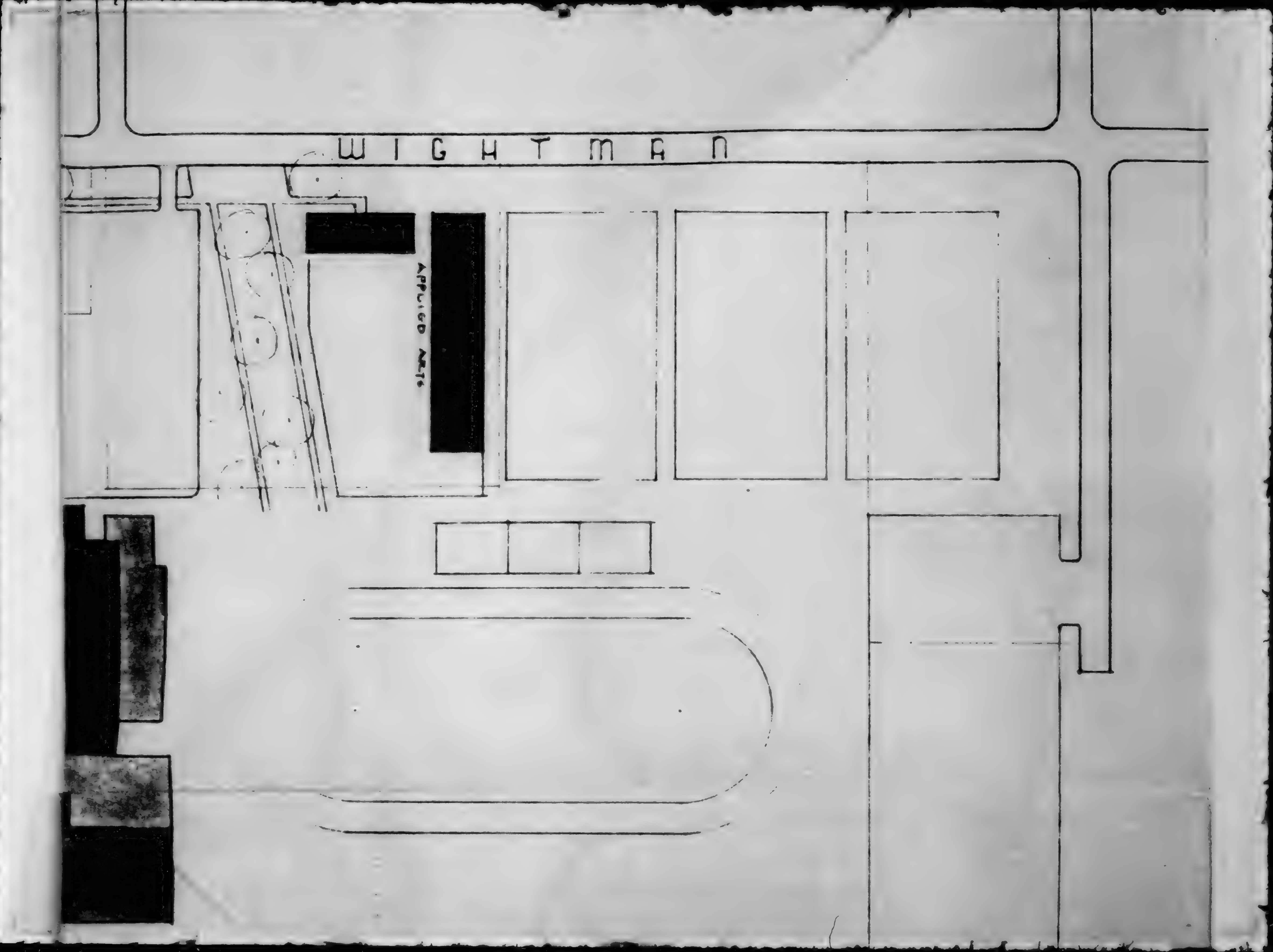
CATION

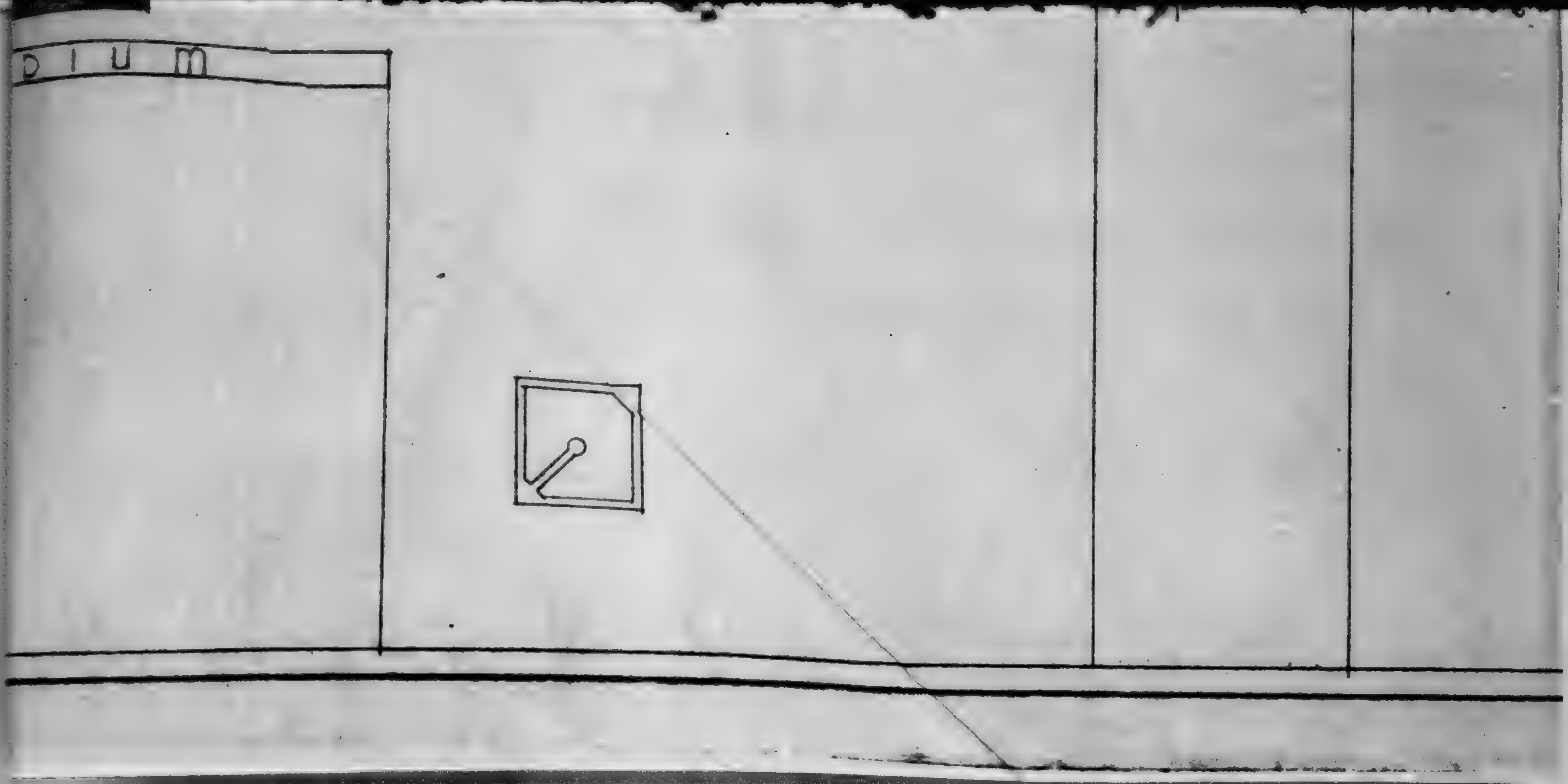

PHASE L
POTENTIAL
MUSEUM
GARFIELD
S
S

PHASE C

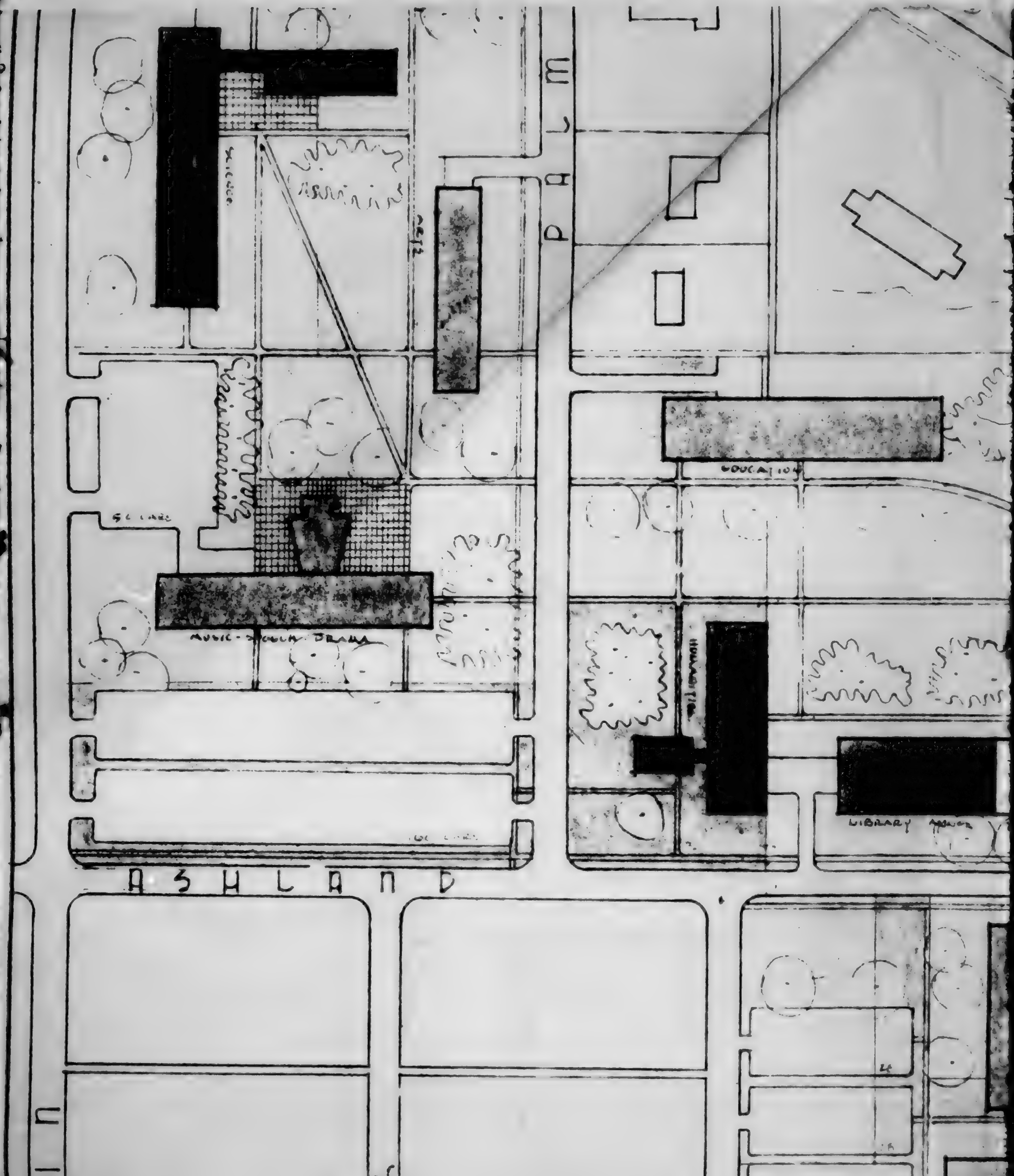
V 117

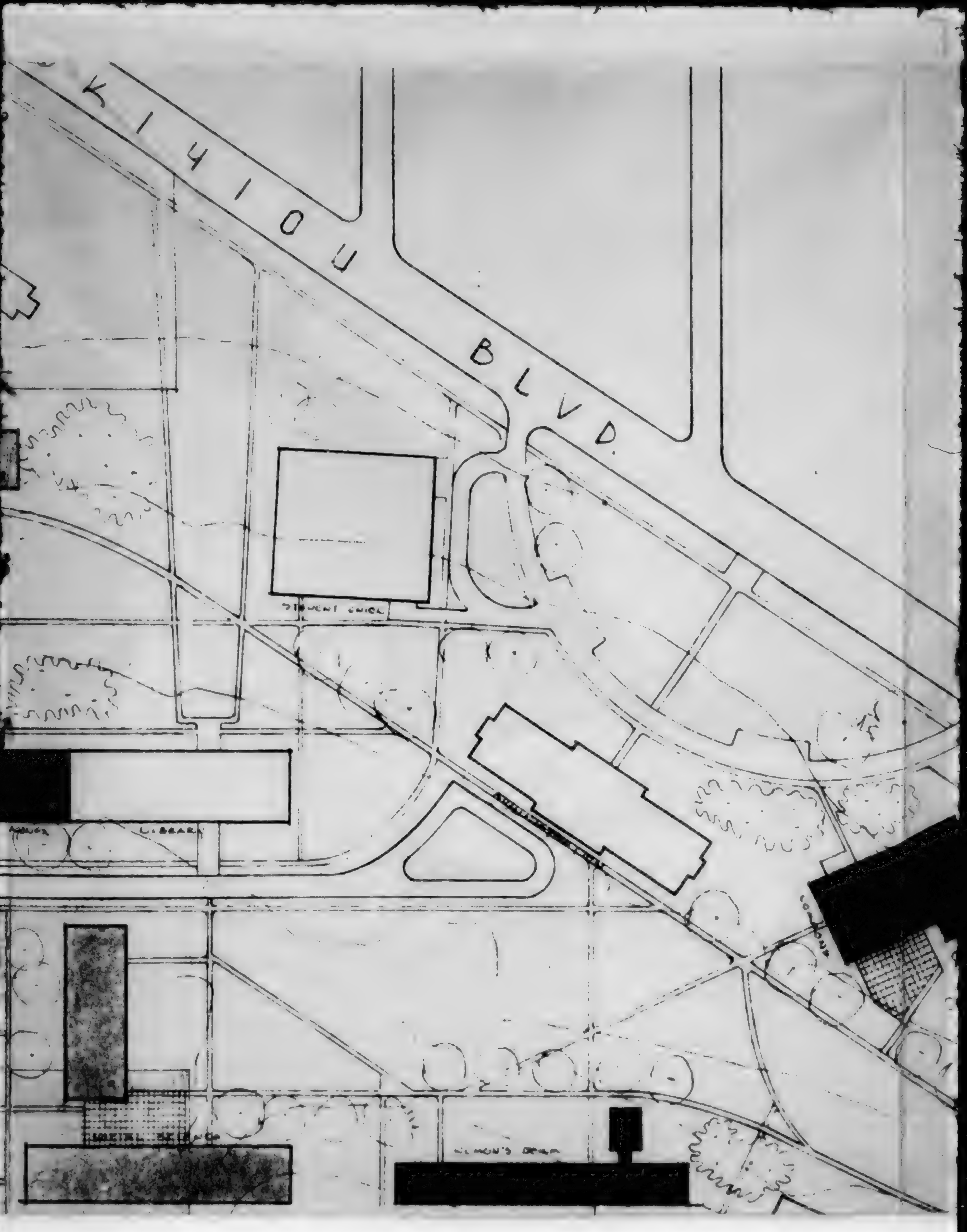

IOWA
GARFIELD
AVER
BRIDGE
LEE

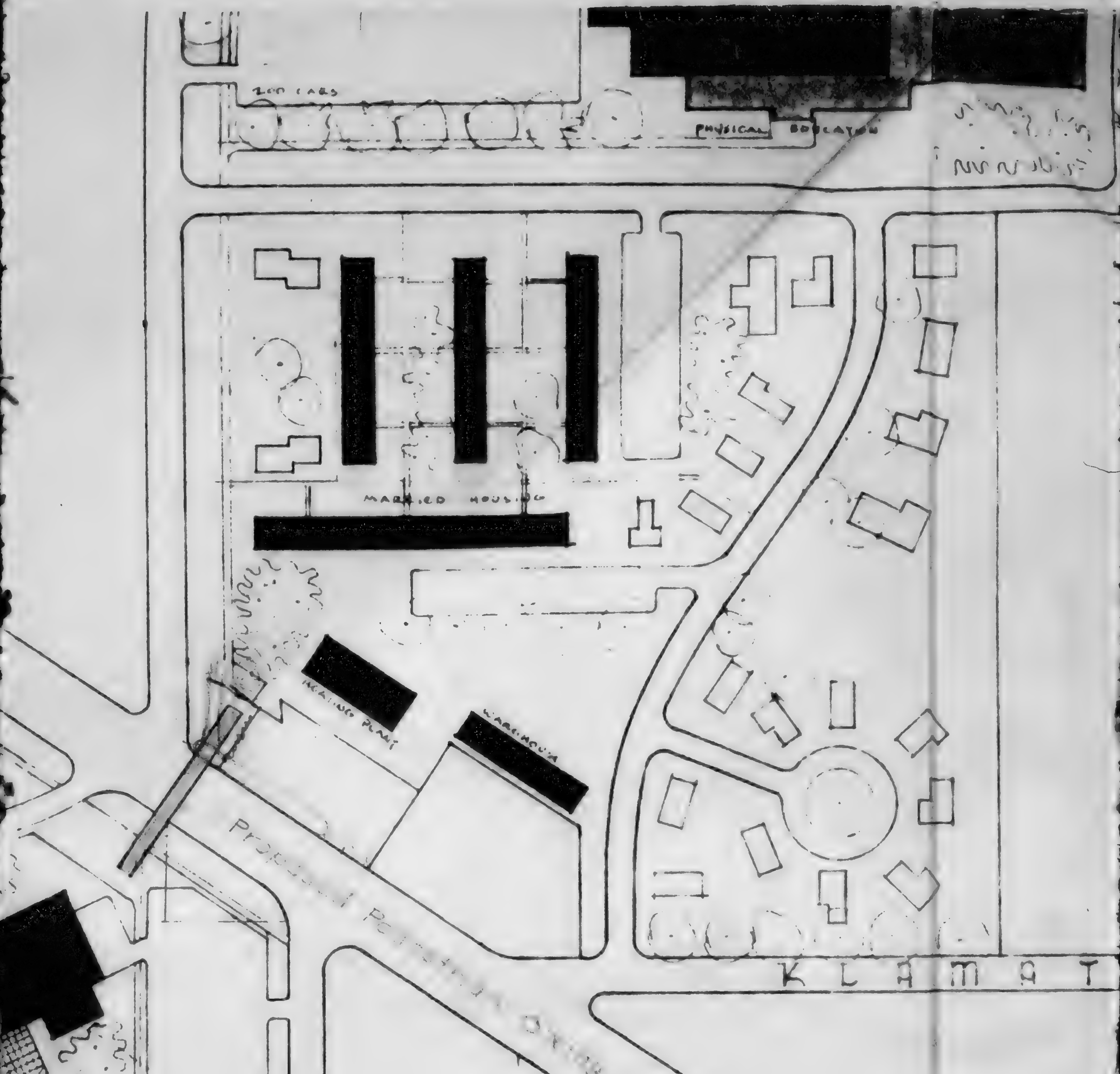

WIGHTMAN
APPLIED ARTS

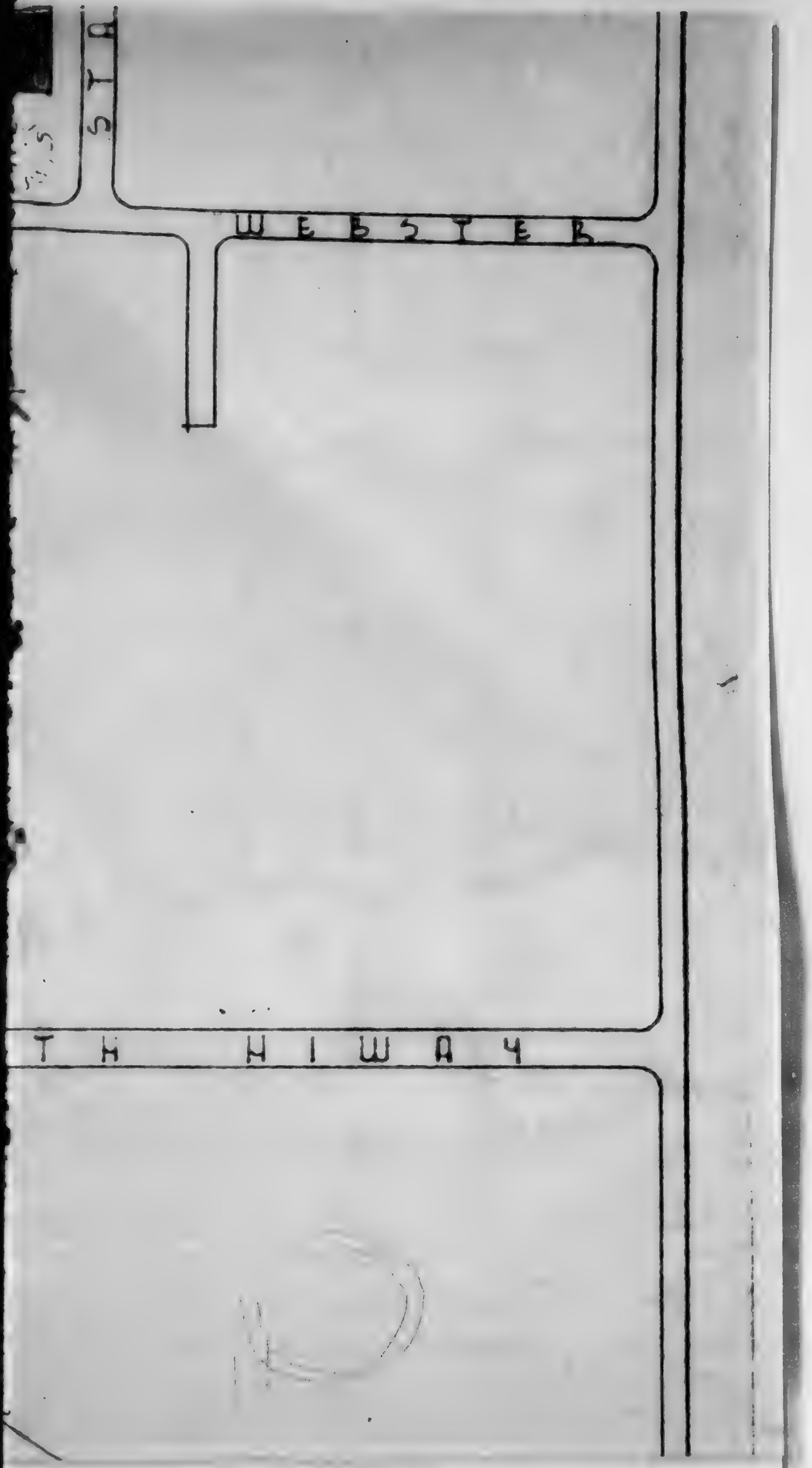


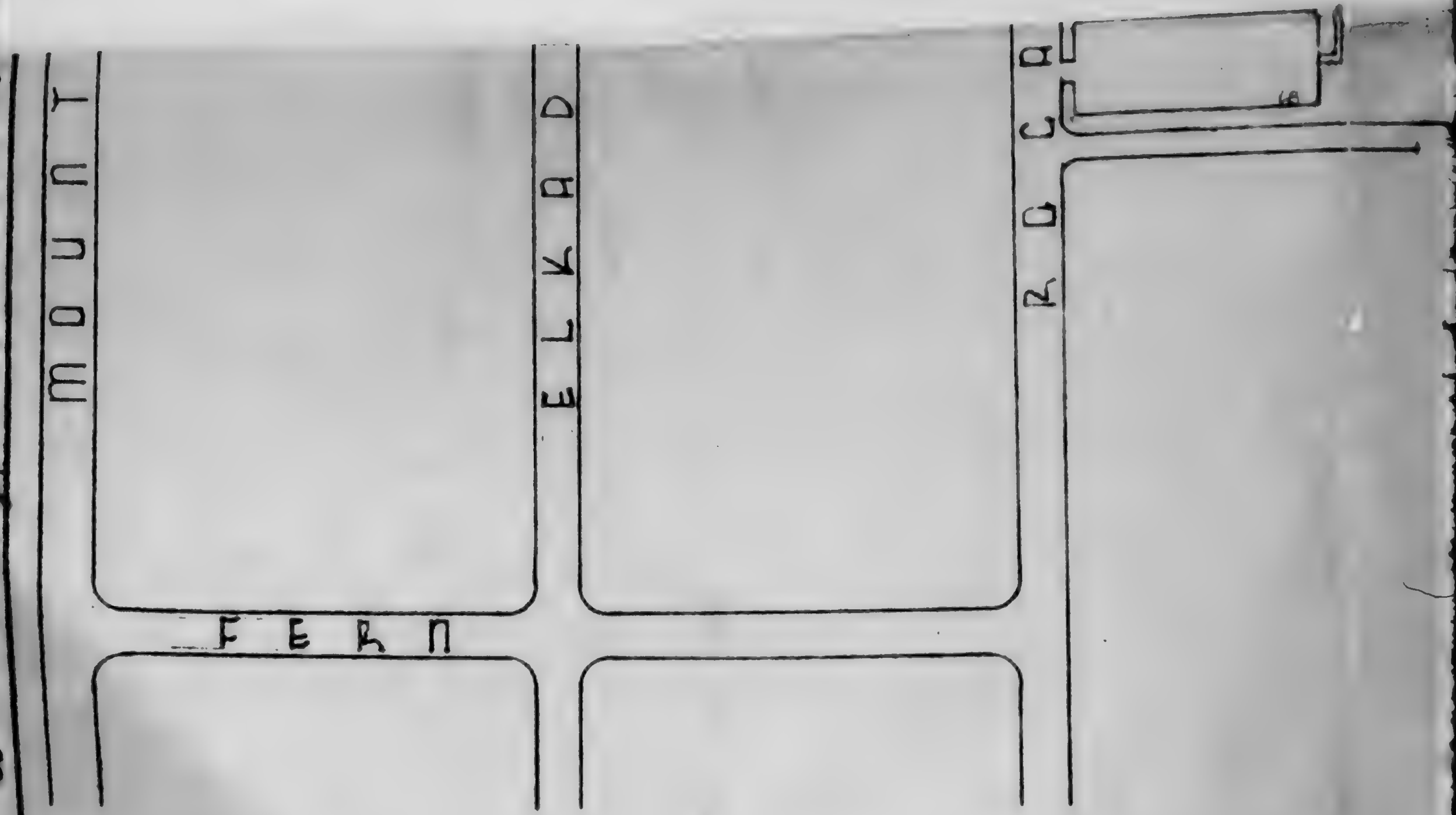
DIUM


PALM
EDUCATION
MUSIC-SPEECH-DRAMA
HUMANITIES
LIBRARY ANNEX
ASHLAND


KI4IOU BLVD.
STUDENT UNION
ANNEX
LIBRARY
SOCIAL SCIENCE
WOMEN'S GYM


200 CARS
PHYSICAL EDUCATION
MARRIED HOUSING
HEATING PLANT
WAREHOUSE
PROPOSED
DRIVE
KLAMAT
40 CARS

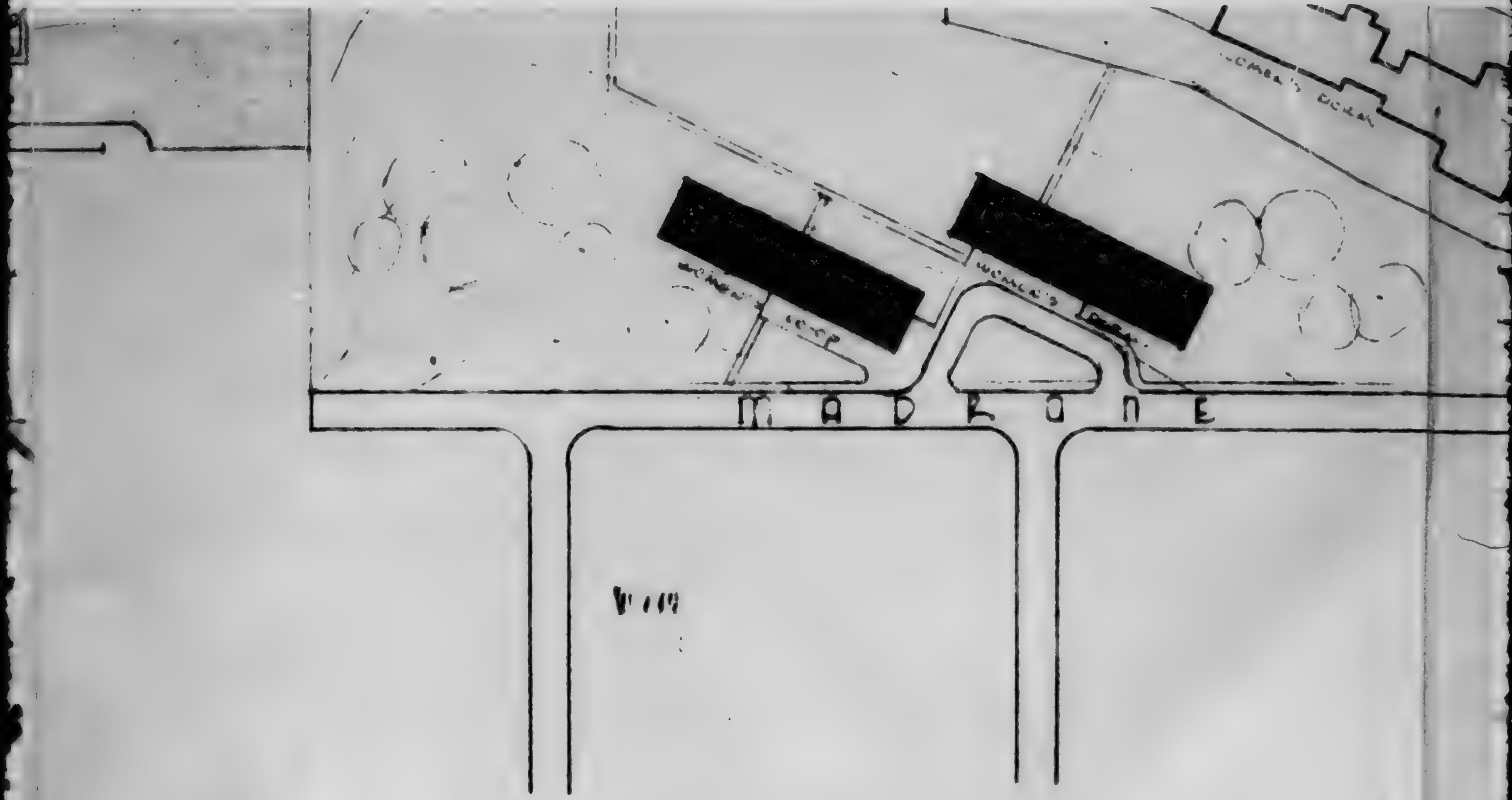

STA
WEBSTER
TH HIWAY
10


MOUNT
ELKAD
FERN
ROCA

DONALD H. SI

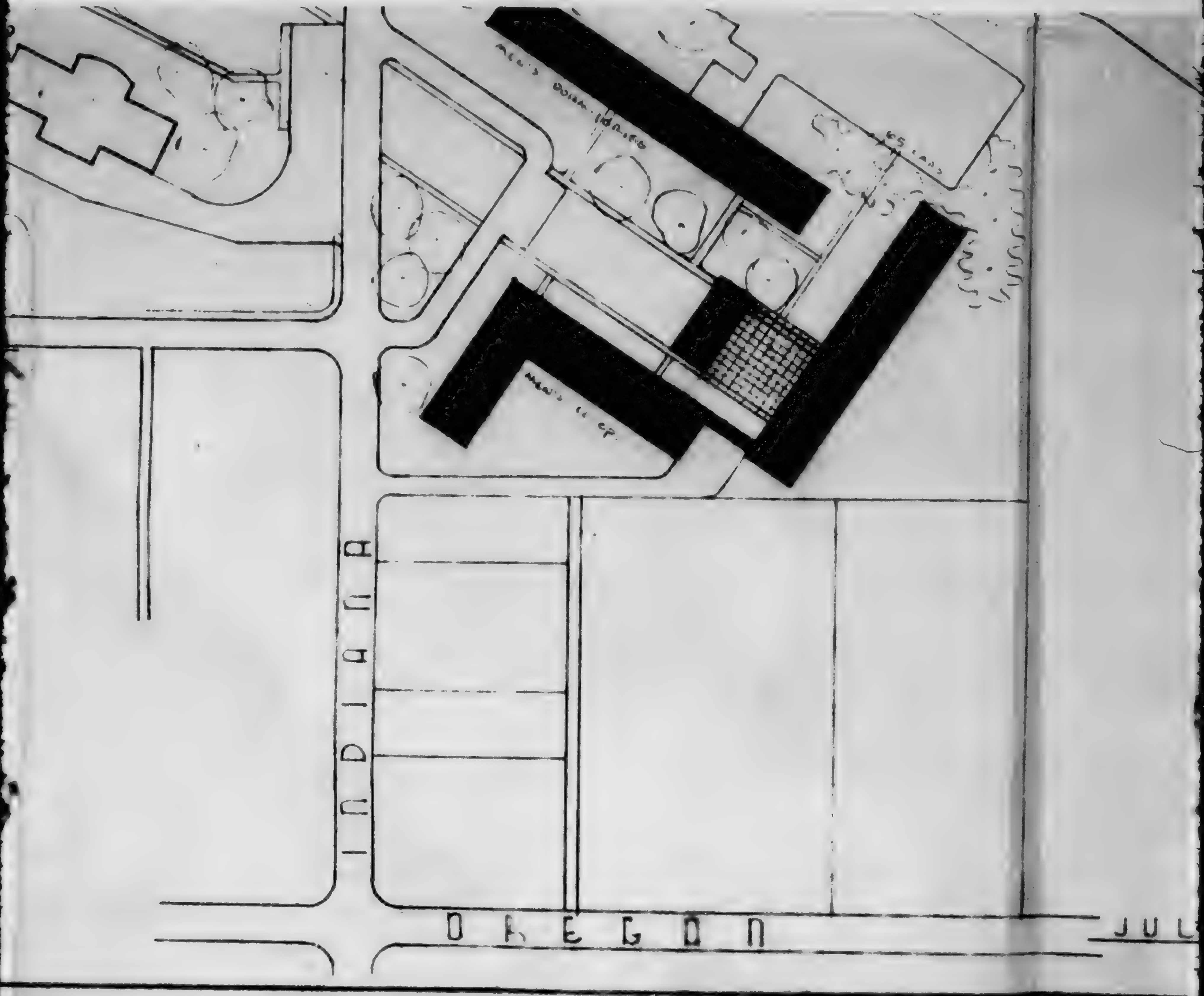
PLANNER

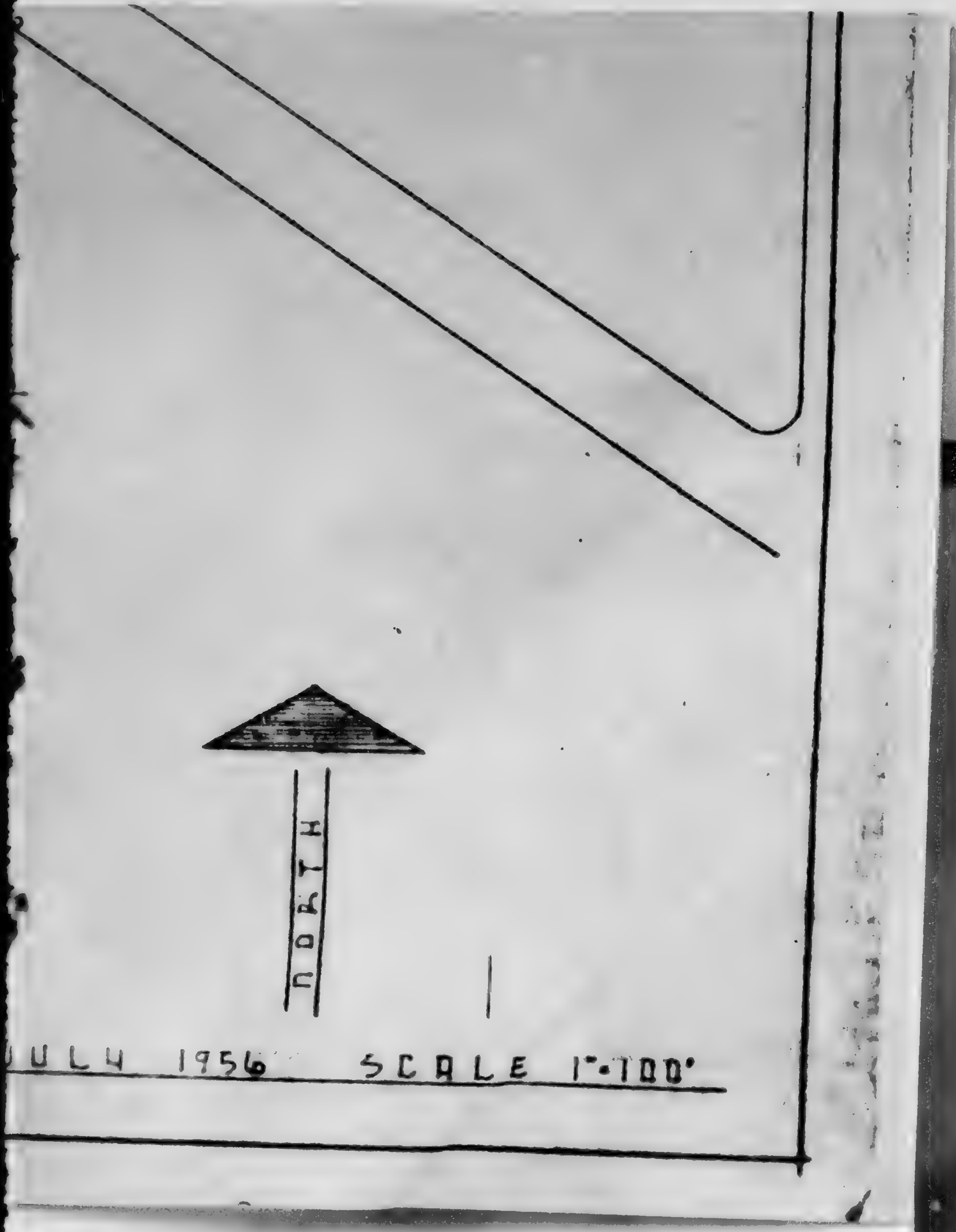
MEDFORD OR


MADRONE
WOMEN'S DORM
WOMEN'S DORM
WOMEN'S DORM
WOMEN'S DORM

SITES

OREGON


MEN'S DORM.
MEN'S
INDIANA
OREGON
JUL


NORTH
ULY 1956
SCALE 1"=100'

BF-124(11) Cape Ferrelo-Brookings 1959
Sec., Oregon Coast Hwy.
#5094 (Grading) [redacted]

RECEIVED
SEP 2 7 1965
FOR FILING

STATE COPY

Monthly transaction number

Project report number BF-124(11)
12

F PR-2A (5-[illegible]-57)
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

(PPM 21-7)

[illegible]

ate: **Oregon**
County: **Curry**
Project number: **BF-124(11)**

5094 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **January 19**, 19**59**, is hereby modified as follows:

Revised estimated total cost of project $ ______

Revised Federal funds $ ______

Other revisions

Modified to identify the bond issues for this project.

(See sheet attached).

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **10th** day of **September**, 19 **65**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By F. J. Klaboe

Assistant State Highway Engineer
(Title)

By ______

______
(Title)

By ______

______
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ **A. W. Parsons**
(Division Engineer)

By L R Backlund
L. R. Backlund, Administrative Mgr.

BOND ISSUES

State Funds for Const.:	Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Bond Indebtedness Laws:	Chap. 491, Laws 1951; Chap. 20, Laws 1953; Chap. 22, Laws 1957; Chap. 354, Laws 1957.
State Funds for Maint.:	Chap. 529, Laws 1939.

Oregon Laws Chap. 491, Laws 1951

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

Oregon Laws Chap. 20, Laws 1953

Issue	Amount	Date of Issue	Beginning Date of Maturities
only	$32,000,000	Sept. 1, 1953	Sept. 1, 1954

Oregon Laws Chap. 22, Laws 1957

Issue	Amount	Date of Issue	Beginning Date of Maturities
only	$ 8,000,000	Nov. 1, 1957	Nov. 1, 1960

Oregon Laws Chap. 354, Laws 1957

Issue	Amount	Date of Issue	Beginning Date of Maturities
only	$12,600,000	Nov. 1, 1957	Nov. 1, 1960

July 26, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E
Salem, Oregon

Dear Sir:

We are sending four copies of revised estimate as a basis for modification of project agreement to include the bond maturity dates and amounts for the Cape Ferrelo - Brookings Section, Project No. BF-124(11).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: C. H. Maison

DAR:kc

Oregon State Highway Department

Federal Aid
Project No. BF-124(11)

CAPE FERRELO-BROOKINGS SECTION OF THE

OREGON COAST HIGHWAY IN CURRY COUNTY

(Revised estimate as a basis for modification of project agreement to include the bond maturity dates and amounts. Based on low bid prices.)

Salem, Oregon, July 26, 1965

Type Code P.E.

Preliminary Engineering	All Required		$ 40,000.00

Type Code 0010
Roadway (Sta. 1226+41.00 to Sta. 1446+00=689+67.34)(Contract No. 5094)

Clearing and Grubbing	All Required		$ 48,000.00
Drainage Excavation, Unclassified	7,400 cu. yd.	2.85	21,090.00
General Excavation, Unclassified	1,670,000 cu. yd.	0.41	684,700.00
Short Overhaul	5,000,000 yd. sta.	0.01	50,000.00
Long Overhaul	33,700 C-yd. sta.	0.50	16,850.00
Finishing Roadbed and Slopes	4.16 miles	1,500.00	6,240.00
Rounding Cutbanks	27,000 lin. ft.	0.20	5,400.00
18-inch Asbestos Bonded Corrugated Metal Pipe	80 lin. ft.	5.50	440.00
24-inch Asbestos Bonded Corrugated Metal Pipe	130 lin. ft.	8.00	1,040.00
24-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	170 lin. ft.	10.00	1,700.00
30-inch Asbestos Bonded Corrugated Metal Pipe	150 lin. ft.	10.50	1,575.00
30-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	250 lin. ft.	13.00	3,250.00
12-inch Concrete Pipe	200 lin. ft.	2.50	500.00
18-inch Concrete Pipe	650 lin. ft.	5.00	3,250.00
24-inch Concrete Pipe	220 lin. ft.	6.00	1,320.00
42-inch Concrete Pipe	100 lin. ft.	16.00	1,600.00
48-inch Concrete Pipe	240 lin. ft.	21.00	5,040.00
6-inch Perforated Metal Drain Pipe	3,480 lin. ft.	1.65	5,742.00
8-inch Perforated Metal Drain Pipe	14,300 lin. ft.	2.00	28,600.00
12-inch Perforated Metal Drain Pipe	2,680 lin. ft.	3.50	9,380.00
Special Backfill in Drains	2,400 cu. yd.	5.00	12,000.00
Salvaging Culvert Pipe	64 lin. ft.	2.00	128.00
Special Concrete Catch Inlets	2 only	100.00	200.00
Class "A" Concrete	1,690 cu. yd.	52.50	88,725.00
Metal Reinforcement	348,000 lbs.	0.125	43,500.00
Type 2 Fence	1,100 rods	7.50	8,250.00
14' x 48" Metal Gates	12 only	45.00	540.00
Coarse Crushed Material in Base	900 cu. yd.	3.25	2,925.00
3/4" - 0 Material in Base	260 cu. yd.	4.00	1,040.00
Sprinkling	1,500 M-gal.	2.00	3,000.00
			$1,056,025.00

Seeding and Mulching	All Required	$ 17,000.00
Coos-Curry Electric Co-op, Inc.	All Required	23,000.00
Anticipated Slide Removal	All Required	100,000.00
Horizontal Drains	All Required	25,000.00
Flagging (57½% of Contractor's Cost)	All Required	600.00
	Subtotal	$1,221,625.00
	10% Engr. & Cont.	122,162.50
	Total	$1,343,787.50

Length of Roadway - - - - - - - - - - - -	4.159 Miles
Cost of Roadway Per Mile - - - - - - - -	$323,103.51

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 24,000.00	$ 16,000.00
Roadway	1,343,787.50	831,000.00	512,787.50
	$1,383,787.50	$855,000.00	$528,787.50

State Funds for Const.:	Chap. 175, Laws 1917; Chap. 31, Laws 1920 Chap. 529, Laws 1939.
Bond Indebtedness Laws:	Chap. 491, Laws 1951; Chap. 20, Laws 1953; Chap. 22, Laws 1957; Chap. 354, Laws 1957.
State Funds for Maint.:	Chap. 529, Laws 1939.

Oregon Laws Chap. 491, Laws 1951

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

Oregon Laws Chap. 20, Laws 1953

Issue	Amount	Date of Issue	Beginning Date of Maturities
Only	$32,000,000	Sept. 1, 1953	Sept. 1, 1954

Oregon Laws Chap. 22, Laws 1957

Issue	Amount	Date of Issue	Beginning Date of Maturities
Only	$8,000,000	Nov. 1, 1957	Nov. 1, 1960

Oregon Laws Chap. 354, Laws 1957

Issue	Amount	Date of Issue	Beginning Date of Maturities
Only	$12,600,000	Nov. 1, 1957	Nov. 1, 1960

CAPE FERRELO-BROOKINGS SECTION

PROJECT NO. RF-124(11)

[AND PROJECT NO. RF-124(12)]

Estimated cost of work by the Coos-Curry Electric Cooperative, Inc.

Contract (Wilson Const. Co.)		$38,574.09
Clearing		9,980.00
Force Account (Engr., etc.)		4,884.60
Salvage Credit		7,950.00 Cr.
		$45,488.75
	Total USE	$45,400.00
RF-124(11) Use		$23,000.00
RF-124(12) Use		$22,400.00

Contract 5094

Monthly Transaction No. 7-47	For[illegible] (9-1[illegible]) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	[illegible]e **Oregon**
Project Report No.	**FEDERAL-AID PROJECT AGREEMENT**	County **Curry**
		Project No. **BF-124(11)**

RECEIVED
JAN 3 [illegible]
FOR FILING

BF-124(11)
5094

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

COPY SENT
JAN [illegible] 1959
REGIONAL OFFICE

Project termini

Approximately 4.2 miles north of Brookings to approximately north city limits (Cape Ferrelo-Brookings), on U.S. 101

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	5-21-57	-------
Rights-of-Way		
Construction	11-20-57	4.2
Other (*Specify*)		

FUNDS

Estimated total cost of project	Federal funds
$ 1,383,788.00	$ 855,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper
Deputy **State Highway Engineer**
(title)

By ____________________
____
(title)

By ____________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **January 19, 1959**

USComm-DC 40257

January 9, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Cape Ferrelo-Brookings Section, Project No. EF-12A(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

RNC:lmw

January 7, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Cape Ferrelo-Brookings Section, Project No. BF-124(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:bb

Oregon State Highway Department

Federal Aid
Project No. HP-124(11)

CAPE FERRELO-BROOKINGS SECTION OF THE
OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 6, 1959

Type Code P. E.

Preliminary Engineering	All	Required	$	$ 40,000.00

Type Code 0010
Roadway (Sta. 1226+41.00 to Sta. 1446+00-679+67.34) (Contract No. 5094)

Clearing and Grubbing	All	Required	$	$ 48,000.00
Drainage Excavation, Unclassified	7,400	cu. yds.	2.85	21,090.00
General Excavation, Unclassified	1,670,000	cu. yds.	0.41	684,700.00
Short Overhaul	5,000,000	yd. sta.	0.01	50,000.00
Long Overhaul	33,700	C-yd.sta.	0.50	16,850.00
Finishing Roadbed and Slopes	4.16	miles	1,500.00	6,240.00
Rounding Cutbanks	27,000	lin. ft.	0.20	5,400.00
18-inch Asbestos Bonded Corrugated Metal Pipe	80	lin. ft.	5.50	440.00
24-inch Asbestos Bonded Corrugated Metal Pipe	130	lin. ft.	8.00	1,040.00
24-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	170	lin. ft.	10.00	1,700.00
30-inch Asbestos Bonded Corrugated Metal Pipe	150	lin. ft.	10.50	1,575.00
30-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	250	lin. ft.	13.00	3,250.00
12-inch Concrete Pipe	200	lin. ft.	2.50	500.00
18-inch Concrete Pipe	650	lin. ft.	5.00	3,250.00
24-inch Concrete Pipe	220	lin. ft.	6.00	1,320.00
42-inch Concrete Pipe	100	lin. ft.	16.00	1,600.00
48-inch Concrete Pipe	240	lin. ft.	21.00	5,040.00
6-inch Perforated Metal Drain Pipe	3,480	lin. ft.	1.65	5,742.00
8-inch Perforated Metal Drain Pipe	14,300	lin. ft.	2.00	28,600.00
12-inch Perforated Metal Drain Pipe	2,680	lin. ft.	3.50	9,380.00
Special Backfill in Drains	2,400	cu. yds.	5.00	12,000.00
Salvaging Culvert Pipe	64	lin. ft.	2.00	128.00
Special Concrete Catch Inlets	2	only	100.00	200.00
Class "A" Concrete	1,690	cu. yds.	52.50	88,725.00
Metal Reinforcement	348,000	lbs.	0.125	43,500.00
Type 2 Fence	1,100	rods	7.50	8,250.00
14' x 48" Metal Gates	12	only	45.00	540.00
Coarse Crushed Material in Base	900	cu. yds.	3.25	2,925.00
3/4" - 0 Material in Base	260	cu. yds.	4.00	1,040.00
Sprinkling	1,500	M-gal.	2.00	3,000.00
				$1,056,025.00
Seeding and Mulching	All	Required		17,000.00
Coos-Curry Electric Co-op, Inc.	All	Required		23,000.00
Anticipated Slide Removal	All	Required		100,000.00
Horizontal Drains	All	Required		25,000.00
Flagging (57½% of Contractor's Cost)	All	Required		600.00

Subtotal	$1,221,625.00
10% Engr. & Cont.	122,162.50
Total	$1,343,787.50

Length of Roadway - - - - - - - -	4.159 Miles
Cost of Roadway Per Mile- - - -	$323,103.51

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 24,000.00	$ 16,000.00
Roadway	1,343,787.50	831,000.00	512,787.50
	$1,383,787.50	$855,000.00	$528,787.50

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951;
Chap. 20, Laws 1953; Chap. 22, Laws 1957;
Chap. 354, Laws 1957.

State Funds for Maint.: Chap. 529, Laws 1939.

CAPE FERRELO-BROOKINGS SECTION

PROJECT NO. BF-124(11)

[AND PROJECT NO. BF-124(12)]

Estimated cost of work by the Coos-Curry Electric Cooperative, Inc.

Contract (Wilson Const. Co.)		$38,574.09
Clearing		9,980.00
Force Account (Engr., etc.)		4,884.66
Salvage Credit		7,950.00 Cr.
		$45,488.75
	Total UCM	$45,400.00
BF-124(11) Use		$23,000.00
BF-124(12) Use		$22,400.00

Oregon State Highway Department

Federal Aid
Project No. BF-124(11)

CAPE FERRELO-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY

IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon November 15, 1957

Type Code P.E.

Preliminary Engineering	All	Required		$ 40,000.00

Type Code 0010
Roadway (Sta. 1226+41.00 to Sta. 1446+00 = 689+67.34)

Clearing and Grubbing	All	Required		$ 70,000.00
Drainage Excavation, Unclassified	7,400	cu. yds.	$ 3.00	22,200.00
General Excavation, Unclassified	1,670,000	cu. yds.	.58	968,600.00
Short Overhaul	5,000,000	yd. sta.	.01	50,000.00
Long Overhaul	33,700	C-yd. sta.	.35	11,795.00
Finishing Roadbed and Slopes	4.16	mile	1,000.00	4,160.00
Rounding Cutbanks	27,000	lin. ft.	.20	5,400.00
18" Asbestos Bonded Corrugated Metal Pipe	80	lin. ft.	5.25	420.00
24" Asbestos Bonded Corrugated Metal Pipe	130	lin. ft.	7.50	975.00
24" Asbestos Bonded Corrugated Metal Pipe, 12 Gage	170	lin. ft.	8.00	1,360.00
30" Asbestos Bonded Corrugated Metal Pipe	150	lin. ft.	10.50	1,575.00
30" Asbestos Bonded Corrugated Metal Pipe, 12 Gage	250	lin. ft.	12.00	3,000.00
12" Concrete Pipe	200	lin. ft.	2.25	450.00
18" Concrete Pipe	650	lin. ft.	4.50	2,925.00
24" Concrete Pipe	220	lin. ft.	5.25	1,155.00
42" Concrete Pipe	100	lin. ft.	12.50	1,250.00
48" Concrete Pipe	240	lin. ft.	15.00	3,600.00
6" Perforated Metal Drain Pipe	3,480	lin. ft.	2.00	6,960.00
8" Perforated Metal Drain Pipe	14,300	lin. ft.	2.50	35,750.00
12" Perforated Metal Drain Pipe	2,680	lin. ft.	3.75	10,050.00
Special Backfill in Drains	2,400	cu. yds.	6.00	14,400.00
Salvaging Culvert Pipe	64	lin. ft.	3.00	192.00
Special Concrete Catch Inlets	2	only	150.00	300.00
Class "A" Concrete	1,690	cu. yds.	65.00	109,850.00
Metal Reinforcement	348,000	lbs.	.15	52,200.00
Type 2 Fence	1,100	Rods	5.50	6,050.00
14' x 48" Metal Gates	12	only	75.00	900.00

Coarse Crushed Material in Base	900 cu. yds.	$ 5.00	4,500.00
3/4" - 0 Material in Base	260 cu. yds.	5.50	1,430.00
Sprinkling	1,500 M-gals.	2.50	3,750.00
			$ 1,395,197.00
Seeding and Mulching	All Required		17,000.00
Moving Utilities	All Required		5,000.00
Anticipated Slide Removal	All Required		100,000.00
Horizontal Drains	All Required		25,000.00
Flagging (57½% of Contractors Cost)	All Required		600.00
	Subtotal		$ 1,542,797.00
	10% Engr. & Cont.		154,279.70
	Total		$ 1,697,076.70

Length of Roadway. . . . . 4.159 miles
Cost of Roadway Per Mile $408,049.21

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 24,000.00	$16,000.00
Roadway	1,697,076.70	1,050,000.00	647,076.70
	$1,737,076.70	$1,074,000.00	$663,076.70

Oregon State Highway Department

Federal Aid
Project No. BF-124(11)

CAPE FERRELO-BROOKINGS SECTION OF THE OREGON COAST HIGHWAY

IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon Nov. 15, 1957

Type Code P.E.

Preliminary Engineering	All	Required		$ 40,000.00

Type Code 0010
Roadway (Sta. 1226+41.00 to Sta. 1446+00 = 689+67.34)

Clearing and Grubbing	All	Required		$ 70,000.00
Drainage Excavation, Unclassified	7,400	cu. yds.	$3.00	22,200.00
General Excavation, Unclassified	1,670,000	cu. yds.	.53	885,100.00
Short Overhaul	5,000,000	yd. sta.	.01	50,000.00
Long Overhaul	33,700	C-yd.sta.	.35	11,795.00
Finishing Roadbed and Slopes	4.16	mile	1,000.00	4,160.00
Rounding Cutbanks	27,000	lin. ft.	.20	5,400.00
18" Asbestos Bonded Corrugated Metal Pipe	80	lin. ft.	5.25	420.00
24" Asbestos Bonded Corrugated Metal Pipe	130	lin. ft.	7.50	975.00
24" Asbestos Bonded Corrugated Metal Pipe, 12 Gage	170	lin. ft.	8.00	1,360.00
30" Asbestos Bonded Corrugated Metal Pipe	150	lin. ft.	10.50	1,575.00
30" Asbestos Bonded Corrugated Metal Pipe, 12 Gage	250	lin. ft.	12.00	3,000.00
12" Concrete Pipe	200	lin. ft.	2.25	450.00
18" Concrete Pipe	650	lin. ft.	4.50	2,925.00
24" Concrete Pipe	220	lin. ft.	5.25	1,155.00
42" Concrete Pipe	100	lin. ft.	12.50	1,250.00
48" Concrete Pipe	240	lin. ft.	15.00	3,600.00
6" Perforated Metal Drain Pipe	3,480	lin. ft.	2.00	6,960.00
8" Perforated Metal Drain Pipe	14,300	lin. ft.	2.50	35,750.00
12" Perforated Metal Drain Pipe	2,680	lin. ft.	3.75	10,050.00
Special Backfill in Drains	2,400	cu. yds.	6.00	14,400.00
Salvaging Culvert Pipe	64	lin. ft.	3.00	192.00
Special Concrete Catch Inlets	2	only	150.00	300.00
Class "A" Concrete	1,690	cu. yds.	65.00	109,850.00
Metal Reinforcement	348,000	lbs.	.15	52,200.00
Type 2 Fence	1,100	rods	5.50	6,050.00
14' x 48" Metal Gates	12	only	75.00	900.00

Coarse Crushed Material in Base	900 cu. yds.	5.00	4,500.00
3/4" - 0 Material in Base	260 cu. yds.	5.50	1,430.00
Sprinkling	1,500 M-gal.	2.50	3,750.00
			$1,311,697.00
Seeding and Mulching	All Required		17,000.00
Moving Utilities	All Required		5,000.00
Anticipated Slide Removal	All Required		100,000.00
Horizontal Drains	All Required		25,000.00
Flagging (57½% of Contractors Cost)	All Required		600.00
	Subtotal		$1,459,297.00
	10% Engr. & Cont.		145,929.70
	Total		$1,605,226.70

Length of Roadway. . . . . 4.159 miles
Cost of Roadway per mile $385,964.58

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 24,000.00	$ 16,000.00
Roadway	1,605,226.70	994,000.00	611,226.70
	$ 1,645,226.70	$1,018,000.00	$627,226.70

Oregon State Highway Department

Federal Aid
Project No. BF-124(11)

CAPE FERRELO-BROOKINGS SECTION OF THE
OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Nov. 26, 1957

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 40,000.00

Type Code 0010
Roadway (Sta. 1226+41.00 to Sta. 1446+00-689+67.34)

Clearing and Grubbing	All	Required	$	$ 70,000.00
Drainage Excavation, Unclassified	7,400	cu. yds.	3.00	22,200.00
General Excavation, Unclassified	1,670,000	cu. yds.	0.49	818,300.00
Short Overhaul	5,000,000	yd. sta.	0.01	50,000.00
Long Overhaul	33,700	C-yd.sta.	0.35	11,795.00
Finishing Roadbed and Slopes	4.16	mile	1,000.00	4,160.00
Rounding Cutbanks	27,000	lin. ft.	0.20	5,400.00
18-inch Asbestos Bonded Corrugated Metal Pipe	80	lin. ft.	5.25	420.00
24-inch Asbestos Bonded Corrugated Metal Pipe	130	lin. ft.	7.50	975.00
24-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	170	lin. ft.	8.00	1,360.00
30-inch Asbestos Bonded Corrugated Metal Pipe	150	lin. ft.	10.50	1,575.00
30-inch Asbestos Bonded Corrugated Metal Pipe, 12 Gage	250	lin. ft.	12.00	3,000.00
12-inch Concrete Pipe	200	lin. ft.	2.25	450.00
18-inch Concrete Pipe	650	lin. ft.	4.50	2,925.00
24-inch Concrete Pipe	220	lin. ft.	5.25	1,155.00
42-inch Concrete Pipe	100	lin. ft.	12.50	1,250.00
48-inch Concrete Pipe	240	lin. ft.	15.00	3,600.00
6-inch Perforated Metal Drain Pipe	3,480	lin. ft.	2.00	6,960.00
8-inch Perforated Metal Drain Pipe	14,300	lin. ft.	2.50	35,750.00
12-inch Perforated Metal Drain Pipe	2,680	lin. ft.	3.75	10,050.00
Special Backfill in Drains	2,400	cu. yds.	6.00	14,400.00
Salvaging Culvert Pipe	64	lin. ft.	3.00	192.00
Special Concrete Catch Inlets	2	only	150.00	300.00
Class "A" Concrete	1,690	cu. yds.	65.00	109,850.00
Metal Reinforcement	348,000	lbs.	0.15	52,200.00
Type 2 Fence	1,100	rods	5.50	6,050.00
14' x 48" Metal Gates	12	only	75.00	900.00
Coarse Crushed Material in Base	900	cu. yds.	5.00	4,500.00
3/4" - 0 Material in Base	260	cu. yds.	5.50	1,430.00
Sprinkling	1,500	M-gals.	2.50	3,750.00
				$1,244,897.00
Seeding and Mulching	All	Required		17,000.00
Moving Utilities	All	Required		5,000.00
Anticipated Slide Removal	All	Required		100,000.00
Horizontal Drains	All	Required		25,000.00
Flagging (57½% of Contractor's Cost)	All	Required		600.00

Subtotal	$1,392,497.00
10% Engr. & Cont.	139,249.70
Total	$1,531,746.70

Length of Roadway - - - - - - - - 4.159 Miles
Cost of Roadway Per Mile- - - - $368,296.87

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 40,000.00	$ 24,000.00	$ 16,000.00
Roadway	1,531,746.70	948,000.00	583,746.70
	$1,571,746.70	$972,000.00	$ 599,746.70

FORM S-126

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY ENGR.
LEONARD I. LINDAS
COUNSEL

April 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 234 covering installation of horizontal drains on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. BF-124(11).

This work is necessary for slide control throughout the project. It is an anticipated item in the contract authorization. The contractor is not equipped to do this work. The State has the necessary drilling equipment operated by experienced crews. It is neither practical nor economical to contract the work as it will be necessary to place the horizontal drains as the contractors work progresses and the need arises.

The total estimated amount of the order is $25,000 with Federal participation of $15,000. Equipment rental rates will be in accordance with the established schedule.

Your approval of this order under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
JAN 10 1964
FOR FILING
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January 9, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are sending three copies of audit report of the Coos-Curry Electric Cooperative's bill for the two following Federal-Aid Projects:

BF-124(11) Cape Ferrelo-Brookings Section

BF-124(12) Thomas Creek-Cape Ferrelo Section

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:er

A

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BF 124

5094

April 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As requested, we furnish herewith the volumes of slides and the methods used in paying for their removal, also, the amounts that were provided for slide removal in the original project authorizations on those projects between Burnt Hill and Brookings on the coast highway in Curry County.

Those of us familiar with the Oregon coast terrain and climate know that many sectors of it are potential slide areas. We, also, know that while it is possible to predict that slides are likely to occur, to attempt to estimate the size, exact location and frequency of occurrence of possible slides is a matter of speculation. Because conditions causing and having to do with such situations are so variable, it is virtually impossible for a contractor to intelligently bid on slide correction or removal before the slide takes place. For this reason, this department has always avoided using a contract bid item for slide removal in conjunction with grading contracts. Such practice would require contractors to bid blind and would increase the cost to the public.

On these contracts where slides are likely to occur, funds are provided in the original project authorization for removal and correction. We then rely on Section 1.4.6 of our Standard Specifications, which in effect states that when necessary work in connection with a contract is encountered and for which the contract bid prices do not apply; that the extra work shall be done at prices agreed on between the contractor and the state highway engineer. If it is not possible to agree on a satisfactory price, the work may be ordered by the engineer to be performed on a force -account basis. These procedures were all followed on the section between Burnt Hill and Brookings.

The details as to slide removal on the four projects involved are as follows:

HF 124(11), Contract No. 5094, Cape Ferrelo-Brookings Section. 4.16 miles grading. Original project authorization $1,354,078.13 $100,000.00 was provided in the original project authorization for the removal of slides. Slide removal on this contract was handled by Price Agreement No. 6 which consisted of three items:

Slide Excavation	222,658.3	cu. yds. at $0.41	$91,289.90
Overhaul	603,010	yd. stas. at 0.01	6,030.10
Long Overhaul	5,360	C-yd. stas. at 0.50	2,680.00
		Total	$100,000.00

In this case, the unit prices bid for slide removal and haul are identical with the contract bid prices for general excavation and haul. Due to difficulty in trying to separate overhaul quantities on slide excavation from overhaul quantities on general excavation, the above haul quantities are approximate only.

HF 124(12), Contract No. 5137, Thomas Creek-Cape Ferrelo Section. 3.93 miles grading. Original project authorization $2,082,916.13 $150,000.00 was provided in the original authorization for the removal of slides. Slide removal was handled by a combination of force account work and work under price agreement. The slides were in such condition that the contractor could not excavate and haul the material with his equipment without considerable preparatory work. The preparation consisted of clearing operations in the slide area and breaking down the entire slide (which was largely dozer work) so that it could be loaded and hauled with the available equipment. The preparation was handled by EWO No. 3 on a force account basis and the final cost was $35,000.77. The slide was then excavated and hauled to embankment by Price Agreement No. 2 which consisted of the following three items:

Slide Excavation	201,693.4	cu. yds. at $0.34	$68,575.76
Overhaul	851,960	yds. stas.at 0.004	3,407.84
Long Overhaul	2,541	C-yd. stas. at 0.40	1,016.40
		Total	$73,000.00

The unit prices in the price agreement are the same as those bid for general excavation and haul in the contract.

HF 124(13), Contract No. 5204, Burnt Hill-Hooskanaden Creek Section. 3.55 miles grading. Original project authorization $1,711,790.44 $150,000.00 was provided in the original authorization for the removal of slides.

Slide removal on this project was handled in the same manner as BF 124(12). The breakdown of the slide area, extra clearing and resloping of cutbanks was done under EWO No. 3 on a force account basis for a cost of $48,760.17. The slide removal was done on a price agreement with no charge for haul in this case.

Slide Excavation 422,036.9 cu. yds. at $0.30 $126,611.07

The unit price of $0.30 is the same as bid for general excavation in the contract.

BF 124(14), Contract No. 5243, Hooskanaden Creek-Thomas Creek Section. 3.21 miles grading. Original project authorization $3,265,588.23. $300,000.00 was provided in the original authorization for the removal of slides. Slide removal on this project is handled in the same manner as BF 124(12) and BF 124(13). Breakdown of slide areas and extra clearing was done under EWO No. 2 and No. 3 on a force account basis for a cost to date of $32,080.39. The slide removal is being done under Price Agreement No. 2, the estimated amounts being:

Slide Excavation	400,000	cu. yds.	at	$0.38	$152,000.00
Overhaul	400,000	yd. stas.	at	0.01	4,000.00
Long Overhaul	2,500	C-yd. stas.	at	0.40	1,000.00
				Total	$157,000.00

As this contract is not completed, we can furnish estimated quantities only.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw
Enc.

cc. Forrest Cooper
Tom Edwards

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FEB 10 1960
FOR FILING

EF 124(11)

5094

P

NOTE
W. C. WILLIA

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 16, 1960

SUBJECT: William H. Brady's complaint
Cape Ferrelo-Brookings Section

To:

Tom Edwards
Construction Engineer

Attention: L. H. Young

On Tuesday, January 26th, I was advised by Mr. W. C. Williams that William H. Brady, who owns property which we crossed with the Cape Ferrelo-Brookings Section of the Oregon Coast Highway, had complained to Mr. Williams about damage which we were suppose to be causing him on his property immediately west of Station 1331 on said project.

Mr. Williams did not state the exact nature of Mr. Brady's complaint but he did tell me that he was going to, within the next few days, write a letter asking that Brady be contacted. I have never received this letter, but on February 10th did meet Mr. Brady at this point on the new grade.

A cut-off ditch on our right of way had previously been constructed by the maintenance forces as I had instructed them to do. Mr. Brady stated that he had no immediate complaints other than the location of the highway and the manner in which it had been constructed (lack of appreciation for beauty) plus the amount of compensation he had received for his right of way.

L R Chandler

L. R. Chandler
Ass't Division Engineer

WCW

LRC:sc

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FEB 17 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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BF-124 (11)
5294

February 10, 1960

Mr. W. H. Brady
Brookings, Oregon

Dear Mr. Brady:

This will reply to your letter of January 22, 1960 concerning property acquired from you by the State Highway Commission.

We respect the right of every Oregon citizen to have a jury determine the value of properties which we seek to acquire for highway rights of way. You availed yourself of this privilege, and the value of the property acquired from you was determined by a Curry County jury. We feel, therefore, that nothing would be gained by further discussion.

I forward, for your use and benefit, a copy of the resolution passed by the State Highway Commission on July 31, 1958. This resolution permits any property owner to apply for the lifting of the access-use restriction imposed upon his property.

If you should choose to apply to this office for the lifting of the use restriction under the terms of the attached resolution, an engineering investigation will be undertaken. You will be advised as to the cost of any engineering features which must be constructed to permit safe, unrestricted use of either or both the accesses granted to your property.

Should you elect to have the use restriction lifted, it will be incumbent upon you to bear the cost of the necessary additional construction.

Very truly yours,

W. C. Williams
State Highway Engineer

WTW:zg ae

Enclosure

cc to: Mr. Forrest Cooper
Mr. Walter T. Wright

RESOLUTION

WHEREAS, the Oregon highways which are a part of the National System of Interstate and Defense Highways, have as a primary purpose the safe movement of high speed traffic; and

WHEREAS, the roads in the various county road systems have as a general purpose the service of land near said roads; and

WHEREAS, the State Highway Commission has control and jurisdiction over many highways which occupy functional positions between the two above-described extremes; and

WHEREAS, it is the judgment of the State Highway Commission, after careful consideration, that the land service function of state highways not on the interstate highway system of highways, should, under certain circumstances, be increased in order to advance the economic interests of certain adjacent localities, but that said increase of land service functions should occur only where it will not unreasonably endanger the traveling public; and

WHEREAS, there now exists upon various state highways other than the interstate system of highways, use restrictions governing access to and from said state highways and abutting property; and

WHEREAS, said increase in land service can be effected by the establishment of policy whereby the State Highway Commission will, under circumstances described below, eliminate said existing access restrictions as to use.

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission:

I.

That, subject to the limitations and requirements below, any landowner whose land abuts upon a state highway, other than the interstate system of highways, which abutting land has appurtenant thereto an easement or easements of direct access, limited as to use, may apply to the State Highway Commission for, and receive the privilege of converting said easement of limited use access to easements of unlimited access, when, in the opinion of said Commission:

a. There is no other public road, street or highway affording land service to the area which the requested unlimited access use purports to serve.

b. The conversion of said easement of limited use to an easement of unlimited use will not constitute a hazard to the traveling public.

II.

That, prior to the conveyance to the applicant of any easement or easements of unlimited access the applicant shall convey, or cause to be conveyed to the Commission, by warranty deed, free and clear of all encumbrances, fee simple title to such real property as is determined by the Commission to be necessary for the construction of acceleration and deceleration lanes, needed to provide for the safety of the traveling public.

III.

Said applicant shall also pay the said Commission, in advance, the amount estimated by the Commission to be the cost of constructing such acceleration and deceleration lanes, signs and other facilities as are necessary to provide for the safety of the traveling public.

IV.

The instrument of conveyance of said easement or easements of unlimited access to said applicant shall be delivered after the conveyance by the applicant to the Commission of such property as may be necessary for right of way purposes and the deposit with said Commission of the full amount estimated by the Commission to be the cost for the construction of said project.

V.

The State Highway Commission may exercise the right to construct, or otherwise provide at any future time, a frontage road or roads within the boundaries of any present or hereafter acquired right of way; whereupon, all rights of unlimited access conveyed to said applicant shall cease, but said applicant shall then have a right of unlimited access to the frontage road or roads thereafter constructed. Said frontage road or roads shall be connected to the main highway, or to other public ways, only at such places as the said Commission may select.

VI.

That this Resolution be entered in full in the Minutes and Records of the Commission the 31st day of July, 1958, as _______________Resolution, No. _________________.

FORM E-30 25M 9-51 83313

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 8, 1960

SUBJECT: File No. 26914 - Brady
Cape Ferrelo-Brookings
Section
Oregon Coast Highway
Curry County

To: Mr. Forrest Cooper
Deputy State Highway Engineer

Office

Attached to this letter is a suggested rough draft of a reply to Mr. W. H. Brady, who owns a "Beautiful Parklike Cliff Resort Site" near Brookings.

Walter T. Wright
WALTER T. WRIGHT
Right of Way Engineer

WTW:zg

Attachment

RECEIVED
FEB - 9 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
February 3, 1960

W. H. Brady
Cape Ferrelo-Brookings Sec.
Oregon Coast Highway
Curry County

Mr. Walter T. Wright
Right of Way Engineer
OFFICE

I am attaching a letter from Mr. W. H. Brady, who needs no introduction to you.

Will you please prepare a reply in your own inimitable language, telling Mr. Brady in effect that all matters in connection with our acquisition of property from him were settled in court and we will abide by the court's decision. You might also point out that if he wishes to convert his access points at his own expense, he may do so.

May I have a rough draft of reply?

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Attach.

Cooper

Contract No. 5094

Brookings, Oregon.
Jan. 22nd. 1960.

OREGON STATE HIGHWAY DEPARTMENT,
Salem, Oregon.

GENTLEMEN:

I have yet to find a reputable, taxpaying Citizen of Curry County, who appreciates Scenic Sites, and who respects the property rights of others, who does not very frankly admit, that I took a terrific beating, on, " what was a Beautiful Property ", prior to the demolition, of my Beautiful Parklike Cliff Resort Site.

In view of the fact that I have taken such a beating, it seems to me, that the very least you could do, would be to grant me, unrestricted access roads, without any cost to me, and in addition, the Oregon State Parks Department, along with the Oregon State Highway Department, should be exceptionally generous with some moral support, in my efforts to promote development of some high class Resort Enterprises, on the crumbs, " so to speak ", that you have left me, and if the Oregon State Parks Department will work with me, there is every reason to believe that our co-operative efforts will prove mutually advantageous, and in the better interests of our economy, thank you.

Yours very truly,

W. H. Brady
W. H. BRADY.

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W. C. WILLIAMS

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FEB - 9 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Cape Ferrelo-Brookings
Contract No. 5094

FINAL COST ANALYSIS
Grading
Contractor: Peter Kiewit Son's
Resident Engineer: H.S. Cox

February 5, 1960

Oregon Coast Highway
Prefix 8-1026-201(41)

5094

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	48,000.00	37,179.62	37,179.62	48,000.00
Drainage Excav., Unclass.	7,186.08	Cu.Yd.	2.85	2.22	15,943.77	20,480.33
General Excav., Unclass.	1,675,858.1	Cu.Yd.	0.41	0.36	614,136.46	687,101.82
Short Overhaul	5,259,189.1	Yd.Sta.	0.01	0.0089	47,007.03	52,591.89
Long Overhaul	74,546.6	C-Yd.Sta.	0.50	0.446	33,315.18	37,273.30
Finishing Roadbed & Slopes	4.16	Mile	1,500.00	1,340.70	5,577.32	6,240.00
Rounding Cutbanks	19,400	Lin.Ft.	0.20	0.178	3,467.95	3,880.00
18" Asb.Bonded C.M.P.	574	Lin.Ft.	5.50	4.40	2,535.69	3,157.00
24" Asb.Bonded C.M.P.	210	Lin.Ft.	8.00	8.00	1,681.10	1,680.00
24" Asb.Bonded C.M.P. 12 ga.	206	Lin.Ft.	10.00	8.79	1,811.33	2,060.00
30" Asb.Bonded C.M.P.	415	Lin.Ft.	10.50	7.48	3,108.83	4,357.50
30" Asb.Bonded C.M.P. 12 ga.	280	Lin.Ft.	13.00	9.96	2,790.06	3,640.00
12" Concrete Pipe	198	Lin.Ft.	2.50	1.53	302.80	495.00
18" Concrete Pipe	498	Lin.Ft.	5.00	5.22	2,599.39	2,490.00
24" Concrete Pipe	423	Lin.Ft.	6.00	6.66	2,819.06	2,538.00
42 Concrete Pipe	104	Lin.Ft.	16.00	14.65	1,524.28	1,664.00
48" Concrete Pipe	180	Lin.Ft.	21.00	15.89	2,861.42	3,780.00
6" Perf.Metal Dr.Pipe, Unctd.	7,756	Lin.Ft.	1.65	1.12	8,697.12	12,797.40
8" Perf.Metal Dr.Pipe, Unctd.	15,576	Lin.Ft.	2.00	1.49	23,165.39	31,152.00
12" Perf.Metal Dr.Pipe, Unctd.	3,752	Lin.Ft.	3.50	2.37	8,890.96	13,132.00
Special Backfill in Drains	2,649.89	Cu.Yd.	5.00	4.95	13,136.28	13,249.45
Salvage Culvert Pipe	246	Lin.Ft.	2.00	4.08	1,004.76	492.00

FINAL COST ANALYSIS - Contract No. 5094
Cape Ferrelo-Brookings Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Class "A" Concrete	1,608.05	Cu.Yd.	5.250	53.60	86,197.55	84,422.63
*Metal Reinforcement	356,225.61	Lb.	0.125	0.115	41,012.90	44,528.20
**Type 2 Fence	1,285	Rod	7.50	7.01	9,008.66	9,637.50
**14' x 48" Metal Gate	7	Each	45.00	85.00	595.00	315.00
Sprinkling	399.7941	M-Gal.	2.00	4.02	1,611.05	799.59
PA#1 Class "A" Concrete	54.02	Cu.Yd.	68.00	86.55	4,675.50	3,673.36
PA#1 Metal Reinforcement	10,669.48	Lb.	0.125	0.112	1,200.59	1,333.69
PA#2 Pit Run Gravel	936	Cu.Yd.	2.35	1.79	1,675.60	2,199.40
PA#3 Cement Adj. favor Contr.	14.75	Bbl.	5.45			80.39
PA#4 Rock Borrow	5,033.3	Cu.Yd.	1.00	0.58	2,938.50	5,033.30
PA#5 General Excavation	1,183	Cu.Yd.	0.41	0.36	433.54	485.03
PA#5 Short Overhaul	12,450.8	Yd.Sta.	0.01	0.0089	111.28	124.51
PA#5 Long Overhaul	704.2	C-Yd.Sta.	0.50	0.446	314.72	352.10
PA#6 General Excavation	222,658.3	Cu.Yd.	0.41	0.36	81,595.47	91.289.90
PA#6 Short Overhaul	603,010	Yd.Sta.	0.01	0.0089	5,389.68	6,030.10
PA#6 Long Overhaul	5,360	C-Yd.Sta.	0.50	0.446	2,395.44	2,680.00
PA#7 Purchase Excess Mat'ls	100%	All	1,559.77	1,559.77	1,559.77	1,559.77
Force Account					16,047.69	17,370.00
	Total contract 5094				1,090,317.74	1,224,166.36
Work done for outside parties					25,500.45	35,459.00
					1,115,818.19	1,259,625.36

Revenue from Contract No. 5094	$ 1,224,166.36
Total Cost of Contract No. 5094	1,090,317.74
Net Profit on Contract No. 5094	$ 133,848.62

Net Profit equals 10.9% of Gross Revenue

* Work done all or in part by Steel Service Co.
&* Work done all or in part by L & M Co.

DETAIL OF COST - Contract No. 5094

Labor:					
Labor				$ 414,237.06	
Labor Insurance				29,542.99	
Health and Welfare				9,272.86	$ 453,052.91
Materials:					
18" Asb. Bonded C.M.P.	574 Lin. Ft.	@	$3.33	1,911.42	
18" Bands	33 Each	@	$3.33	109.89	
24 Asb. Bonded C.M.P.	210 Lin. Ft.	@	$5.23	1,098.30	
24" Bands	10 Each	@	$5.23	52.30	
24" Asb. Bonded C.M.P. 12 ga.	206 Lin. Ft.	@	$7.06	1,454.35	
24 Bands	11 Each	@	$7.06	77.66	
30" Asb. Bonded C.M.P.	415 Lin. Ft.	@	$6.37	2,643.55	
30" Bands	23 Each	@	$6.37	146.51	
30" Asb. Bonded C.M.P. 12 ga.	280 Lin. Ft.	@	$8.61	2,410.80	
30" Bands	11 Each	@	$8.61	94.71	
12" Concrete Pipe	198 Lin. Ft.	@	$0.90	178.20	
18" Concrete Pipe	498 Lin. Ft.	@	$2.55	1,269.90	
24" Concrete Pipe	423 Lin. Ft.	@	$3.50	1,480.50	
42" Concrete Pipe	104 Lin. Ft.	@	$9.80	1,019.20	
Sacked Cement	34 Sacks	@	$1.50	51.00	
48" Concrete Pipe	180 Lin. Ft.	@	$11.50	2,070.00	
6" Perf. Metal Dr. Pipe, Unctd.	7,756 Lin. Ft.	@	$0.80	6,204.80	
6" Perf. Bands	546 Each	@	$1.02	556.92	
8" Perf. Metal Dr. Pipe, Unctd.	15,567 Lin. Ft.	@	$1.05	16,354.80	
8" Perf. Bands	1,411 Each	@	$1.25	1,763.75	
12" Perf. Metal Dr. Pipe, Unctd.	3,592 Lin. Ft.	@	$1.81	6,501.52	
12" Perf. Bands	450 Each	@	$1.88	846.00	
Spec. Backfill Purchased	382 Cu. Yd.	@	$2.45	935.90	
Class "A" Concrete	1,662.07 Cu. Yd.	@	$18.93	31,462.98	
Metal Reinforcement	366,895.09 Lb.	@	$0.0933	34,231.31	
Form Lumber and Nails				7,198.20	
12" to 6" Tees	10 Each	@	$12.06	120.60	
12" to 8" Tees	6 Each	@	$13.71	82.26	
12" to 12" Tees	1 Each	@	$17.89	17.89	
8" to 6" Tees	11 Each	@	$10.54	115.94	
8" to 8" Tees	6 Each	@	$12.19	73.14	
12" to 6" Wyes	2 Each	@	$12.06	24.12	
12" to 8" Wyes	18 Each	@	$13.71	246.78	
8" to 6" Wyes	12 Each	@	$10.54	126.48	
18" Concrete Pipe	108 Lin. Ft.	@	$2.55	275.40	
Woven Wire	4 Rolls	@	$18.95	75.80	
Barbed Wire	6 Rolls	@	$7.95	47.70	

DETAIL OF COST CONT'D - Contract No. 5094

Materials Cont'd.				
Line Post	50 Each	@ $0.96	48.00	
End Posts	13 Each	@ $5.51	71.63	
Corner Posts	4 Each	@ $7.82	31.28	
14' x 48" Gates	5 Each	@ $29.75	148.75	
Special Grate Frames	2 Each	@ $27.00	54.00	123,684.24
Equipment Rental and Miscellaneous Expenses:				
Equipment Rental, Owned			344,036.26	
Equipment Rental, Hired			27,300.00	
Gas, Oil and Grease			50,837.99	
Small Tools			4,287.80	
Bond			5,135.00	
P.L. and P.D. Insurance			5,178.68	
Powder and Caps			14,925.00	
Drill Steel			1,109.00	
Freight			9,678.00	
Home Office and General Overhead			61,208.31	523,696.04
Subcontractors:				
L & M Company			8,331.00	
Steel Service Company			7,054.00	15,385.00
		TOTAL COST		$ 1,115,818.19

Remarks - Contract No. 5094

This was a "Bond Project" located on the Oregon Coast Highway in Currey County. The northerly end of the project was approximately 0.66 mile north of the Lone Ranch Creek on Cape Ferrelo. The southerly end of the project was approximately 400 feet south of Park View Drive in the city of Brookings. The overall length of the project was 4.16 miles.

The work to be done under this contract consisted of the construction of 4.16 miles of main highway roadbed and connections; the construction of five reinforced concrete box culverts and the extension of one culvert; the installation of approximately 20,460 linear feet of perforated metal drain pipe; the construction of about 1,100 rods of Type 2 fence; and the performance of such additional and incidental work as called for in the specifications and plans.

The project was bid by Peter Kiewit Son's Company on December 5, 1957 and awarded to them on January 17, 1958. Work on the project was begun on January 2, 1958 and completed July 31, 1959. The final estimate was dated January 15, 1960.

The contractor began moving in equipment on December 9, 1957. He began clearing on the project on January 2, 1958 using a D-8 cat with dozer and a 3/4-cubic yard dragline. In this work, at the start, he concentrated on the areas adjacent to creeks in which he had to place reinforced concrete box culverts. As the clearing progressed, he increased the clearing equipment to three D-8 cats with dozers or clearing rakes. He used a crew of men varying in number from five to fifteen with the clearing cats. He completed the clearing, except for a small amount of burning, during the week ending May 2, 1958.

During the period between February 2, 1958 and March 13, 1958 the contractor, except for the clearing and excavating for box culverts, concentrated his efforts on making access roads to the project.

During the week ending March 21, 1958, the contractor began the grading operation using two D-8 caterpillar tractors with bulldozers to push material over the cliff in the vicinity of Station 1340.

As the project was opened up the contractor, due to the types of material being moved, formed a 3-spread operation. To move the material that had to be drilled and shot he used a cat mounted drill, a 600 compressor and wagon drill to do the drilling, a 2-1/2-cubic yard shovel to load the material, five Eucled end dump trucks to haul, and a D-9 caterpillar tractor with bulldozer to spread. In excavating the common material that would handle readily, the contractor used a spread of six

Remarks Cont'd - Contract No. 5094

DW-21 scrapers, push loaded with D-8 caterpillar tractors with bulldozers. The material hauled by the DW-21's was spread and compacted with D-8 caterpillar tractors.

In the areas that the rubber tired equipment could not work to an advantage he used three cats and cans and push loaded with D-8 caterpillar tractors with bulldozers. He spread and compacted the material with D-8 caterpillar tractors with bulldozers.

All work on this project progressed rapidly except during the winter when the contractor closed the operation down and during the period when the labor and operating unions were on strike.

The contractor having good supervision, good equipment, an excellent plan of operation and fair bid prices made a good profit.

M.N. Juve
Chief Cost Analyst

By

F.W. Sugnet

RECEIVED
JAN 22 1960

FOR FILING
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5094

January 22, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5094 for grading the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County was completed by the contractor, Peter Kiewit Sons' Co., on July 31, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

Final payment in the amount of $35,655.32 will be released to the contractor on or after February 2, 1960. The total contract amount is $1,224,166.36, of which amount $17,370.00 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

Letter to: Central Surety & Insurance Corp.

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JAN 22 1960

FOR FILING
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5094

January 22, 1960

Central Surety & Insurance Corp.,
P. O. Box 207
Kansas City 41
Missouri

Gentlemen:

State Highway contract #5094 for grading the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County was completed by the contractor, Peter Kiewit Sons' Co., on July 31, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

Final payment in the amount of $35,655.32 will be released to the contractor on or after February 2, 1960. The total contract amount is $1,224,166.36, of which amount $17,370.00 represents force account items.

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This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Central Surety & Insurance Corp.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

Letter to: General Insurance Co. of America

RECEIVED
OCT [illegible] 1959

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5094

October 27, 1959

Central Surety & Insurance Corp.,
P. O. Box 207
Kansas City 10
Missouri

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Peter Kiewit Sons' Co., on contract #5094 for grading the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $9,325.45 will be released to contractor on or after November 6, 1959. The retained percentage is $36,758.07.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Surety & Insurance Corp.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

Form E-1—(Rev.)—

EF-124(11)
5094

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 9, 1959, 19

Section Cape Ferrelo - Brookings

Kind of work Grading

Highway Oregon Coast County Curry

Section prefix 8-1026

Contractor Peter Kiewit Son's Co.

Contract number 5094

Date of contract 1-17-58, 19

Specified work days 200

Date work started 12-17-57, 19

Work days used 194

Project authorization $1,354,078.13

Per cent of time elapsed 97.0 %

Exclusive of engineering $1,257,788.13

Estimated cost of completed project, exclusive of engineering $1,277,709.14

Estimated per cent overrun or ~~underrun~~ . . . . 1.47 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization $96,290.00

Engineering cost to date $95,800.00, 99.5 %

Date project was completed July 31, 1959, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	---	---	---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Every effort is being made to submit the Semi-Final as of this date, therefore weekly reports will be terminated .

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
OCT 12 1959
NOTED CE A ACE CQE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed

Address Box 1067 Brookings, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.16				
Miles partially completed					
Miles completed	4.16				
Total estimated quantities (contract)	1,670,000	1160			
Total quantities corrected to date	1,899,901.7	936	(includes slides)		
Estimated quantities moved or placed to date	1,899,901.7	936	(" ")		
Average daily quantities	None				
Average daily quantities necessary to complete project on time	"				
Number shifts per day	"				
Hours per shift	"				
Average force on project for week	"				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons ---

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Fair Forenoon		
Thursday	Rain		
Friday	"		
Saturday			

A

RECEIVED
SEP 30 1959
FOR FILING
BF·124(11)
5094

C
O
P
Y

September 29, 1959

Mr. Ivan Breunsbach
Peter Kiewit Sons' Company
Post Office Box 1777
Vancouver, Washington

Dear Mr. Breunsbach:

Reference is made to your request of September 19 concerning retained percentages on Contracts Nos. 5094, 5204 and 5258. Our records show that the retainage on these contracts has been reduced to 3 per cent and amounts to $90,378.49.

The work covered by these contracts was accepted by the Highway Commission on September 24. Preparation of the final estimate quantities is in progress and final payment should be forthcoming in approximately 6 weeks.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. R. L. Porter

RLP:bb ae

September 19, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Our records indicate that as of September 1, 1959 the total amount of the retained percentages on our Oregon State Highway projects was in excess of $277,000. Of this total, over $162,000 is being retained on Contract Nos. 5094 and 5258, all of which have been accepted as complete by the Department.

We will appreciate it very much if a reduction could be made in the retained percentages on these completed projects pending computation of final quantities. We believe that this may be done under the provisions of Paragraph 1.9.10 of the General Provisions.

Thanking you for past favors and considerations, we are

Yours very truly,

PETER KIEWIT SONS' CO.

By /s/ Ivan W. Breunsbach
Ivan W. Breunsbach

iwb:md
Encl (3)
cc: File

RECEIVED
SEP 21 1959
FOR FILING
BF-124 (11)
5094

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE-OMAHA, NEBRASKA
P. O. Box 1777
VANCOUVER, WASHINGTON

REFERRED TO
Cooper
By State Highway Engineer

September 19, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Our records indicate that as of September 1, 1959 the total amount of the retained percentages on our Oregon State Highway projects was in excess of $277,000. Of this total, over $162,000 is being retained on Contract Nos. 5094, 5204 and 5258, all of which have been accepted as complete by the Department.

We will appreciate it very much if a reduction could be made in the retained percentages on these completed projects pending computation of final quantities. We believe that this may be done under the provisions of Paragraph 1.9.10 of the General Provisions.

Thanking you for past favors and considerations, we are

Yours very truly,

PETER KIEWIT SONS' CO.

By Ivan W Breunsbach
Ivan W. Breunsbach

IWB:md
Encl (3)
cc: File

Porter

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
COOPER

RECEIVED
SEP 21 1959
SALEM
STATE [illegible]

RECEIVED
AUG 19 1959
FOR FILING

BF 124 (11)

5094

A

August 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 - Additional Authorization covering plasing rock on cut and fill slopes and benching cuts on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. BF-124(11).

This order is to cover overrun on Order for Extra Work No. 3. This is the second additional authorization. The original order was approved by BPR February 5, 1959, and the first additional authorization on April 23, 1959.

Due to erosion and slides being more extensive than anticipated and the desire to hold the amount of extra work to a minimum, the total was greatly underestimated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

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AUG 19 1959
FOR FILING
124 110
4

August 18, 1959

Central Surety & Insurance Corp.,
P. O. Box 207
Kansas City 10
Missouri

Gentlemen:

It is the intention of the State Highway Commission to release to Peter Kiewit Sons' Co., a portion of the funds heretofore retained by the Commission on contract #5094 for grading the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $54,782.89, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $36,469.66. The present payment will be released on or after August 28, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Central Surety & Insurance Corp.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

cc: General Insurance Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

RECEIVED
AUG 4 - 1959
FOR FILING

BF-124 (11)

5094

August 4, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed July 31, 1959, on Contract No. 5094, Cape Ferrelo-Brookings Section, Curry County, in connection with Federal Aid Project No. BF-124(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:mfh

cc: Clarence G. Swenson

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FORM E-30X—30M—2-59
59

FOR FILING
BF-124([illegible])

5094

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 15, 1959

SUBJECT: Cape Ferrelo-Brookings
Oregon Coast Highway
Contract No. 5094

To: Mr. C. H. Armstrong
State Parks Superintendent
Office

I am submitting, this date, to the front office a Price Agreement covering the construction of an access road to your park on Lone Ranch Creek.

The estimate of cost for doing this work is not as much as originally anticipated and I am attaching hereto a plan of such access. Also attached is a report from Resident Engineer Cox in which he calls attention to a shell mound of Indian origin which he believes you might want to preserve. He also suggests that you should delineate, on the ground, what you will do, at this time, with the 7,400 cubic yards of excess material.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

cc Forrest Cooper
F. D. Morgan

RECEIVED
APR 16 1959
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Brookings, Oregon
April 3, 1959

SUBJECT: L.R.Cr. Park Road

To: Mr L.R.Chandler
Assistant Division Engr.
Roseburg, Oregon

Enclosed please find Price Agreement for construction of Lone Ranch creek park road.

This estimate was completely reworked from the original with considerable saving being made. The grade at the lower end of the road is somewhat steeper, having a maximum of 14.0% for a distance of 300 feet.

The new estimate envolves the following quantities (actual)

Gen. exc.	1007 c.y.
S.O.H.	4700 yd. sta.
L.O.H.	3 c-yd. sta.
18" c.m.p.	50'

The above quantities are actual ,with no allowance .

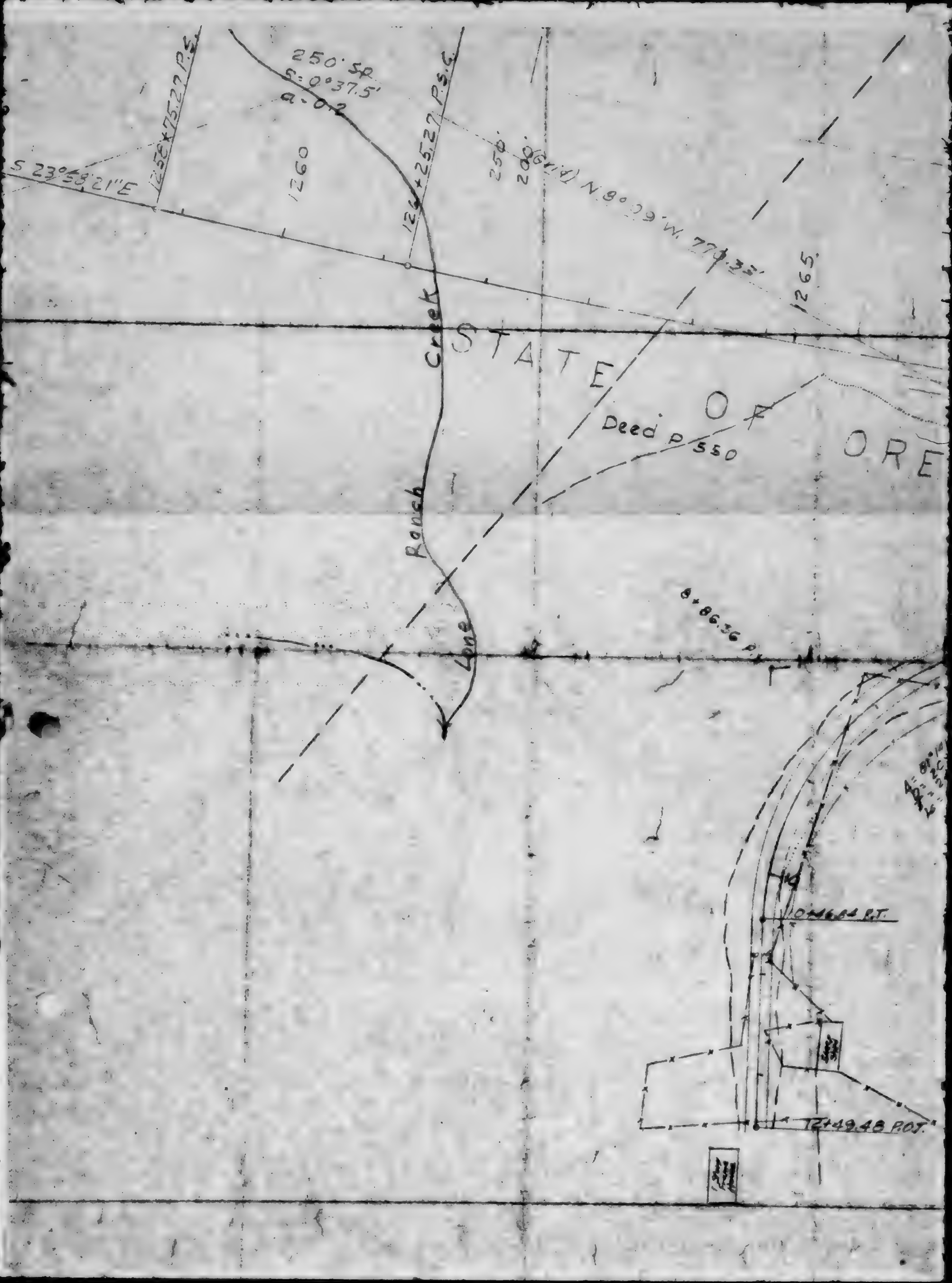
As the parking area at the bottom of the hill cannot be constructed at this time I would suggest that the parks Dept. advise (on the ground) how large an area they want built, and where.

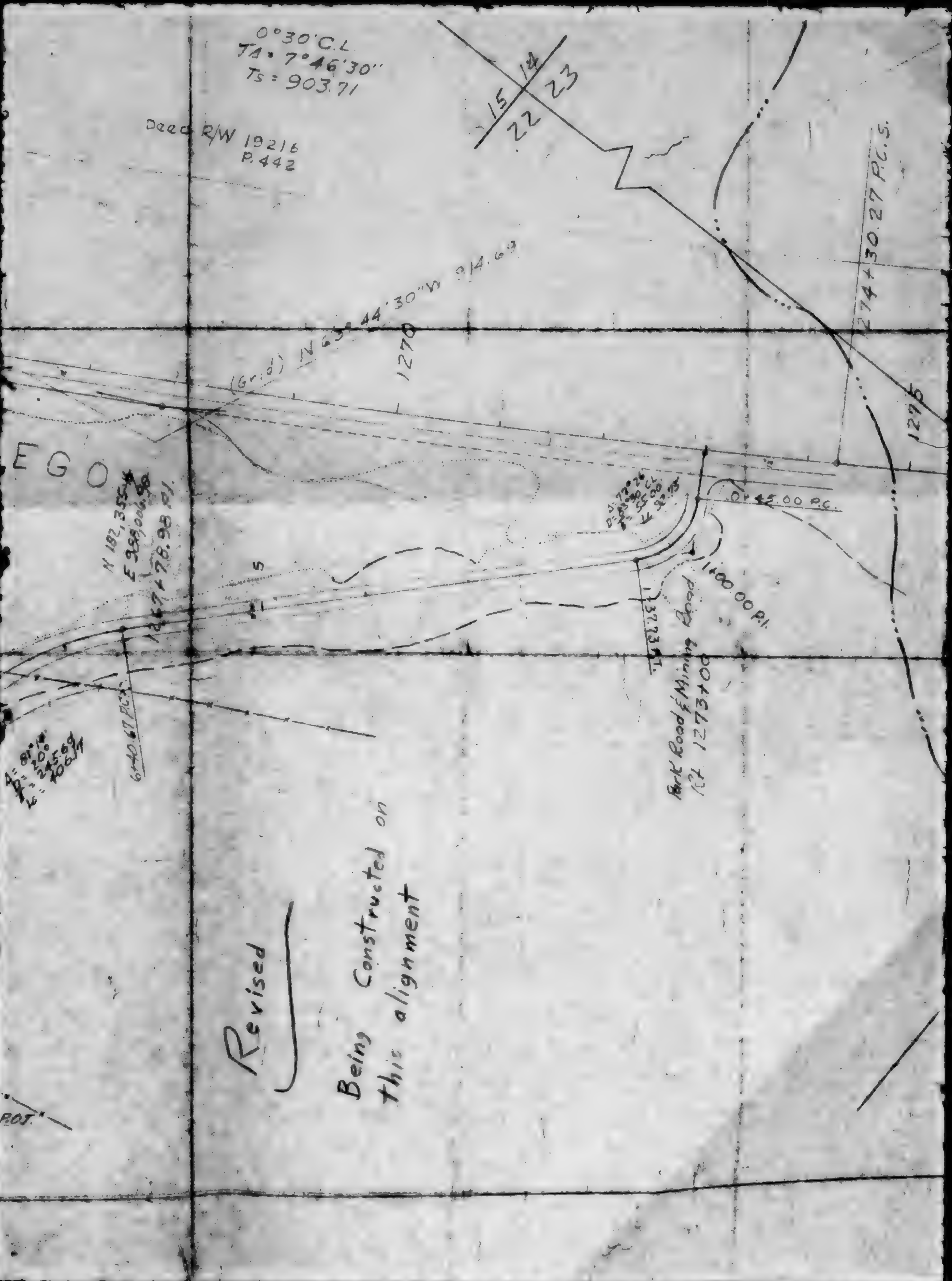
It might also be adviseable to keep in mind that immediately westerly from the present house is a shell mound (indian) and this mound may want to be saved for its historical and archeological value.

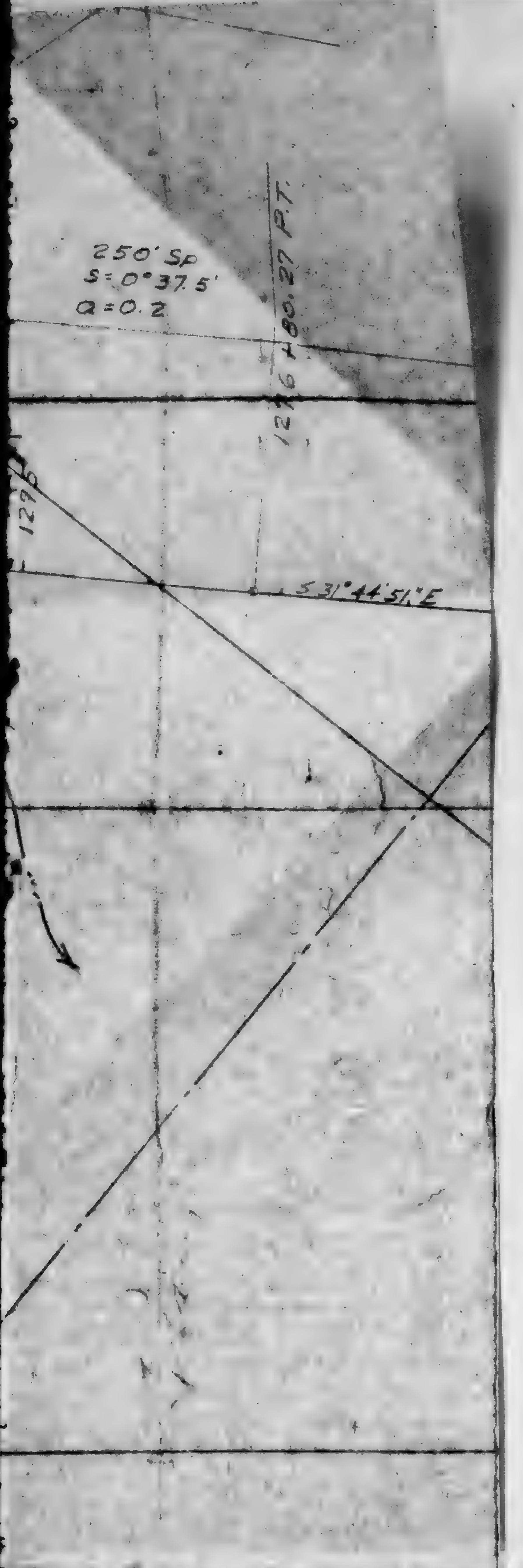
7400 c.y. of excess material from the main roadbed will be used.

H.S.Cox

Resident Engineer
Brookings, Oregon

250' Sp.
S=0°37.5'
a-0.2
1258+75.27 P.S.
1260
1261+25.27 P.S.C.
250'
200'
(Grid) N.8°09'W. 779.35'
1265
S 23°58'21"E
Creek
Ranch
Lone
STATE OF ORE
Deed P. 550
8+86.36 P.
0+46.64 P.T.
12+49.48 P.O.T.


0°30'C.L
TΔ = 7°46'30"
Ts = 903.71
Deed R/W 19216
P. 442
15
14
22
23
(Grid) N 63°44'30"W 914.69
1270
1274+30.27 P.C.S.
1275
EGO
N 182,355.4
E 988,006.98
1267+78.98 P.I.
6+40.67 P.C.
Δ= 81°14'
D= 20°
T= 245.69
L= 406.17
5
Δ= 77°26'
D= 83°30' C.L.
T= 55.00
L= 92.75
0+45.00 P.C.
1+00.00 P.I.
1+37.23 P.T.
Park Road & Mining Road
Ⓒ 1273+00
Revised
Being Constructed on
this alignment
P.O.T.


250' Sp
S=0°37.5'
a=0.2
1276+80.27 P.T.
1275
S 31°44'51"E

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APR 16 1959
FOR FILING

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5094

April 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering additional authorization for rocking and benching slopes on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. BF-124(11).

Extra Work Order No. 4, returned for cancellation on April 6, was issued to cover the work of pioneering slopes for benching and the slide material for access with normal earth moving equipment. At the request of Mr. Martin of the Bureau of Public Roads this work will be done under Order for Extra Work No. 3. This supplement to the original is to provide funds for the above-mentioned work. Removal of slide material will be done at contract prices for general excavation.

Order for Extra Work No. 3, as originally submitted, was approved February 5, 1959.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

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EF-124 (11)
5094

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When replying, refer to
08-35.8

April 6, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Cape Ferrelo-Brookings Section,
Oregon Coast Highway - Order for
Extra Work No. 4 - Slide Removal

Dear Sir:

In accordance with your request of March 27, 1959, Extra Work Order No. 4 on the subject project is returned for cancellation.

Very truly yours,

C. G. Polk
Division Engineer

Encls.

orig to
Project

RECEIVED
[illegible] - 1959
FOR FILING

BF-124 (11)

5094

March 27, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the telephone conversation today between Mr. Martin of the Bureau of Public Roads and Mr. Parker of our Office Engineering Division regarding Orders for Extra Work Nos. 3 and 4, Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Oregon Project BF-124(11).

Order No. 4 was intended to be a supplement to Order No. 3 in order to provide funds to cover all of the work necessary, particularly benching the cut slopes and removal of sliding material. It has been agreed that inasmuch as Order No. 3 covers this work, it is considered advisable to provide additional funds needed under a supplement to this order. It is requested that all copies of Order No. 4 be returned for cancellation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

cc: Mr. L. H. Young
Mr. F. D. Morgan
Mr. R. S. Cox (2)

RECEIVED
FEB 2 1959
FOR FILING

BF-124(11)

5094

January 30, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering protecting cut and fill slopes on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. BF-124(11).

This work is necessary to protect cut and fill slopes where sloughing and erosion have occurred. It is proposed to bench the slopes where necessary and to place a rock blanket where excessive erosion is showing.

A portion of the work has been done as an emergency measure and to determine the effectiveness of these measures.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

A

RECEIVED
JAN [illegible]
FOR [illegible]

BF-124 (11)

[illegible]

COOS-CURRY ELECTRIC COOPERATIVE, INC.

P. O. Box [illegible]
Coquille, Oregon
Phone Coquille [illegible]

January 12, 1959

State of Oregon
State Highway Department
Salem, Oregon

Re: Contract for 69 KV Re-route
Thomas Creek-Cape Ferrelo Section
Cape Ferrelo-Brookings Section
Oregon Coast Highway

Gentlemen:

We are forwarding five (5) Enclosures, four copies of each, of our costs on the 69 KV Re-route North of Brookings, Oregon.

If you have any further questions, or would like us to forward additional copies, please let us know.

Very truly yours,

Coos-Curry Electric Cooperative, Inc.,

Bruce Shavers, Manager

BS:JK:hp

Encls. 5

1. Summary of Salvage (4 cps each)
2. Statement (4 cps each)
3. Summary of Force Account Costs (4 cps each)
4. Summary of Engineering Costs (4 cps each)
5. Construction Inventory (4 cps each)

RECEIVED
DEC 8 1958
FOR FILING

BF-124(11)
~~When replying, refer to:~~
08-35.4
5094

November 26, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(11), Cape Ferrelo-Brookings Section, Oregon Coast Highway, State Contract No. 5094 - Order for State Force Work No. 224-238 - Place Poultry Wire on Seeded and Mulched Slopes. Estimated Total Cost $1,600. Federal Funds $960.

Dear Sir:

We are approving the use of State forces as being in the public interest under the provisions of PPM 21-6.3 for the following reasons:

1. The work is necessary to prevent displacement, by strong winds, of the mulch placed on westerly cut and fill slopes.

2. The State has trained personnel performing the seeding and mulching work and can accomplish the work contemplated under the order most economically. The proposed work will replace refertilizing of the slopes included in the Order for State Force Work covering seeding and mulching approved April 10, 1958.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

Orig to Probert
copy to Edwards

NOTED
FORREST COOPER

RECEIVED
NOV 14 1958
FOR FILING

BF 124 (11)

5094

November 14, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-238 covering placing poultry wire netting on cut slopes on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. BF-124(11).

This work is necessary to hold the mulch on the cut slope between Stations 1377+00 and 1387+00.

The Order for State Force Work covering seeding and mulching approved April 10, 1958, included the item of refertilizing in the amount of $1,600.00. It is desired to use this amount for protecting the mulch instead of refertilizing.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $1,600.00 with Federal participation of $950.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

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FOR FILING

BF-124 (11)

5094

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RECEIVED
OCT 21 1958
FOR FILING
BF-124 (11)
5094

When replying, refer to:
08-35.4

October 3, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects BF-124(11) & BF-124(12)
Cape Ferrelo-Brookings Section and
Thomas Creek-Cape Ferrelo Section
Oregon Coast Highway
Coos-Curry Electric Co-op
Power Line Adjustment

Dear Sir:

Reference is made to our letter of August 11, 1958, which authorized you to proceed with the work of moving the power line on the subject projects under the provisions of PPM 30-4, subject to the condition that Federal-aid reimbursement would be limited to the unit bid prices of the existing contract with the utility company and to your letter of August 18, 1958 in which you request this office to reconsider the matter of reimbursement and approve Federal participation in the total amount of the negotiated contract, which is approximately 10 percent more than comparable cost under the existing contract, for reasons set forth in your letter.

Inasmuch as the increased costs appear to be fully justified in the showing submitted by Wilson Construction Co., contractor on the utility work, it is, therefore, considered advantageous to the State and Federal Government to accept the revised unit bid prices and reimbursement will therefore be made on the basis of total cost of the negotiated contract.

Your attention is directed to Page 2 of the Cost Estimate submitted to your office by the electric cooperative. The tabulation of costs to the electric co-op includes $2,297.10 for co-op force account costs and $2,000.00 for contingencies. Please furnish this office a showing of what work is contemplated under these items, including a breakdown in the cost of such individual items of work as may be included therein, also their estimate did not take into consideration the estimated amount of salvage of $7,950.00 as indicated in their letter to you of July 31, 1958.

Very truly yours,

SIGNED
FORREST COOPER

C. G. Polk
Division Engineer

Original to District

RECEIVED
SEP 17 1958
FOR FILING

EF 124(11)

5094

September 16, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing three copies of the Coos-Curry Co-operative, Inc., estimate for all work in connection with moving its line on the Cape Ferrelo-Brookings and Thomas Creek-Cape Ferrelo Sections of the Oregon Coast Highway, Project EF-124(11) and EF-124(12).

This summary estimate covering clearing and power line adjustment was requested in your letter of August 11, 1958, your file O1-35.5, and completes the agreement with the utility.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

RECEIVED
SEP 16 1958
FOR FILING

BF-124(11)

5094

September 12, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith are three copies of the executed contract between Coos-Curry Electric Cooperative and Wilson Construction Company for moving the transmission line on the Cape Ferrelo-Brookings Section, Project BF-124(12) as requested in your letter of August 11, 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

G. S. Paxson
Assistant State Highway Engineer

NOTED
G. S. PAXSON

IVED

BF-124(11)

374

August 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Your File: 08-35.5

Dear Sir:

Re: Cape Ferrelo-Brookings and
Thomas Creek-Cape Ferrelo Sections
Oregon Coast Highway
Oregon Projects BF-124(11) and BF-124(12)

Reference is made to your letter of August 11 in which you approved federal-aid reimbursement in the moving of the power lines on the subject job, limited to the unit bid prices on the existing utility company contract. We are proceeding under this approval to move the lines but wish you to reconsider for total reimbursement based on the following facts:

1. The job is smaller than that under the existing contract, so that as favorable price cannot be obtained for materials.

2. The work will be done under more unfavorable weather conditions this fall than applied to the existing contract.

3. Trucking costs to the job site are higher.

4. Line hardware has increased 10 per cent in cost since the original contract was entered into.

5. Labor costs are higher than when the original contract was entered into.

It, therefore, appears that the approximately 10 per cent higher cost under the negotiated contract covering the moving of the poles on these two projects is justified. I am attaching hereto a copy of a letter written by the pole line contractor in justification of the higher prices.

In view of the above, I believe that reimbursement of the higher figure is fully justified.

Very truly yours,

W. C. Williams
State Highway Engineer

By: Forrest Cooper
Deputy State Highway Engineer

LHY:jc .me
Encl.
cc Mr. Tom Edwards Mr. S. H. Probert
Mr. C. H. Maison Mr. DeSouza

COOS-CURRY ELECTRIC COOPERATIVE, INC.

P. O. BOX 488
COQUILLE, OREGON
PHONE COQUILLE 8181

August 13, 1958

State Highway Department
Construction Engineer Division
Salem, Oregon

Attn: Mr. Curtis Baker

Dear Mr. Baker:

Enclosed is a letter received this morning from the Wilson Construction Company regarding increase of prices, Cape Ferrelo Line Relocation.

Very truly yours,

Coos-Curry Electric Cooperative Inc.

Bruce Shavers

Bruce Shavers, Manager

BS/jk

encl.

RECEIVED
AUG 1[illegible] 1958
OREGON
STATE HIGHWAY COMMISSION

CONSTRUCTION DIVISION
RECEIVED
AUG 14 1958
NOTED ☐ ☐ ☐ ☐ ☐
CE AE ACE CDE

Transmission • • *Sub-Station* *Distribution* • • *Conversion*

Wilson Construction Company
Electrical Contractors
14714 N. E. HANCOCK STREET ALPINE 3-4377
PORTLAND 20 OREGON

RECEIVED
AUG 13 1958
Coos-Curry Electric Co-op, Inc.
Coquille, Oregon

August 12, 1958

Mr. Bruce Shavers, Manager
Coos-Curry Electric Cooperative, Inc.
Coquille, Oregon

Re: Cape Ferrelo Line Relocation

Dear Bruce:

In reply to your request for reason in the increase in our price quotation on the above project over our general quote on similer units in our contract now underway, we will try to cover same herein.

First of all, we have to consider in our estimate the fact that this job is much smaller in quantity of materials and therefore we cannot obtain materials in quantity price as we did in the purchase of a total contract job.

Then, too, in our labor estimate we cannot quote labor units as closely as we could on a larger job wherein more units are installed per mile.

Further, we must consider the weather factor which is against us in the fall season compared to quoting in the early spring with favorable weather conditions.

In the handling of poles to the job, we are also facing an added cost due to an increase in trucking costs. Our pole suppliers have advised that they will not transport any added poles at present contract figures.

We have had a general 10 per cent increase in line hardware since we purchased the materials for the present job.

The unit of TA-1-5 we inserted a $10.00 labor increase as we now find that our costs exceed our unit price on that job and therefore cannot continue added units at that figure.

We trust this will give you a more comprehensive reason for the increase. The only item that could change the 115 KV over the 69 is in the insulators. As you well know, we cannot obtain these fog-type insulators we purchased from you at the same quantity carload price. To order them now at these smaller quantities will be at a great increase in price.

Yours respectfully,

WILSON CONSTRUCTION COMPANY

Matt O. Wilson, President

MOW:nw

RECEIVED
[illegible]

FOR FILING

BF 124

5.1

When replying, refer to:
08-35.5

C
O
P
Y

August 11, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects BF-124(11) and
BF-124(12) - Cape Ferrelo-Brookings
Section and Thomas Creek-Cape
Ferrelo Section, Oregon Coast Hwy.
Coos-Curry Electric Co-op.
Power Line Adjustment.

Dear Sir:

Your request of August 8, 1958, for approval of the negotiated contract between the Cooperative and Wilson Construction Co. for moving the power line on the above projects, is approved as of this date, subject to the condition that Federal-aid reimbursement will be limited to the unit bid prices of the existing utility company contract, as set forth in our letter of July 28, 1958.

Authority is hereby granted to proceed with the above under the provisions of PPM 30-4.

Please submit three copies of the negotiated contract promptly when executed. We will also need three copies of summary of estimated cost covering the clearing and power line adjustment to complete the utility agreement.

Very truly yours,

C. G. Polk
Division Engineer

Orig. to SHP

RECEIVED
AUG 11 1958
FOR FILING

BF-124 (11)

5094

August 8, 1958

Mr. C. C. Pell
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith is one copy of the proposed extension of contract between the Coos-Curry Electric Cooperative and Wilson Construction Co.

Approval of this contract negotiated between the Cooperative and Wilson Construction Co. for moving the power line on the Thomas Creek-Cape Ferrelo and Cape Ferrelo-Brookings Sections of the Oregon Coast Highway in Curry County and authorization to proceed with the work are requested. Additional copies of the contract will be submitted when executed.

Attention is called to our letter of July 17, 1958, which contains further explanation.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

DRP:lmr

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

file

When replying, refer to:
08-35.4
BF-124(11)
5094

408 State Highway Bldg.
Salem, Oregon

July 28, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects BF-124(11) and BF-124(12), Cape Ferrelo-Brookings Section and Thomas Creek-Cape Ferrelo Section, Oregon Coast Highway, Coos-Curry Electric Co-op. Power Line Adjustment.

Dear Sir:

Your request of July 17, 1958, for authorization to accomplish, by contract methods, the construction work of moving the Coos-Curry Electric Co-op. 69 KV power line necessitated by construction of the subject project, has been received.

We are today authorizing you to proceed with contract negotiations for accomplishing the work under the provisions of PPM 30-4 as being in the public interest for the following reasons:

1. The Cooperative now has a contractor constructing a 115 KV power line in Curry County, who was the lowest qualified bidder on such work, and he can accomplish the necessary work on the project without undue delay.

2. It is essential that the power line be moved as soon as possible as it is now interfering with the grading contractor's work. Time, therefore, is of the essence and will not permit the delay required by publicly advertising for bids.

Federal-aid reimbursement will be limited to the unit bid prices of the existing utility company contract for those items used in connection with the project work which are identical to those of that contract.

Authorization to proceed with the work of moving the facility will be considered when this office is in receipt of the required copies of the agreement for accomplishing the work.

RECEIVED
JUL 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

RECEIVED
JUL 18 1958

FOR FILING

5014

July 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Authority to do the construction work of moving the Coos-Curry Cooperative Inc. power line on the Cape Ferrelo-Brookings and Thomas Creek-Cape Ferrelo Sections of the Oregon Coast Highway in Curry County, Oregon Projects RF-124(11) and RF-124(12), by contract method under the provisions of FPM 30-4 is requested.

The Cooperative now has a contractor, Wilson Construction Company, constructing 26.2 miles of power line in Curry County. It is desired to extend the contract to include moving the power line on the State Highway sections. This is in the public interest as the Cooperative contractor is in the vicinity, can do the work without delay and was the lowest qualified bidder on the Cooperative project. Unit prices on the extended contract will probably vary due to the difference between the 115 KV line now under contract and the 69 KV line revision. However, poles, anchor and guy assemblies will be of the same type. Pole top assemblies and conductors will be smaller.

We are submitting herewith copies of the tabulation of bids received by the Coos-Curry Cooperative on its present contract. The bids were received after solicitation by advertising. Your attention is called to the enclosed letter of Bonneville Const. While they were low bidders, they could not qualify under labor regulations, making Wilson Construction Company the low qualified bidder.

It is essential that this power line be moved as it is now interfering with the contractor's work. Moving the line will start as soon as construction approval is given. It is, therefore, requested that approval as requested in paragraph one be expedited.

Authorization to proceed with the clearing for this line was given as of July 10, 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. R. Probert
Office Engineer

DBP:mfh
Encl.

RECEIVED
JUL 11 1958
FOR FILING

BF-124(11)
08-35.4
5094

A

July 10, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Projects BF-124(11) and BF-124(12), Cape Ferrelo-Brookings Section and Thomas Creek - Cape Ferrelo Section, Oregon Coast Highway, Coos-Curry Electric Co-op Power Line Adjustment - Right-of-Way Clearing.

Dear Sir:

Your agreement with the Coos-Curry Electric Co-op for contract methods of accomplishing necessary clearing of the right-of-way in connection with the relocation of their power line facilities on the subject project has been received and is approved, as submitted, on July 10, 1958.

We are authorizing you to proceed with the work as of July 10, 1958. Reimbursement for this work may be claimed subsequent to this date in accordance with PPM 30-4.

This approval is for clearing of the right-of-way necessary for the relocation of the power line only, and does not constitute approval for moving of the facility.

Approval for the actual moving of the facility will be considered when this office is in receipt of all data required under the provisions of PPM 30-4.

Very truly yours,

C. G. FOLK
Division Engineer

RECEIVED
JUN [illegible]

COMMISSIONERS:
HAROLD T. JOHNSON, CHAIRMAN, ASTORIA
CHARLES W. MAHAFFY, COOS BAY
OMAR C. PALMER, PORTLAND

6F-124

5094

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 1

Copy - [illegible]
2137

June 20, 1958

State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Thank you for your response to our February 3rd letter regarding culvert plans for Whalehead, House Rock and Bowman creeks. I regret the tardiness of this reply. The plans as submitted on sheet 2-B are approved.

There appears to have been a minor misunderstanding regarding the activities of the Fish and Game Commissions. Our letter of February 3rd, in reference to your plans for stream crossings in Curry County for Taylor, Shy, Harris, Lone Ranch and Ram Creeks, stated in order to avoid duplication of effort an agreement was reached that the Game Commission would make the field inspection. This referred to the specific projects being considered in the letter and was not a general statement for subsequent projects. The two Commissions quite frequently make agreements of this type depending on their respective work schedules and the proximity of personnel.

Thank you for the opportunity to review these plans prior to construction.

Sincerely,

George Y. Harry

George Y. Harry
Assistant State Fisheries Director

[illegible] to
Flack
[illegible]
Morgan

RECEIVED
JUN [illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

File

RECEIVED

[illegible]

08:35

April 18, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project DF-124(11), Cape Ferrelo-Brookings Section, Oregon Coast Highway, State Contract No. 5094-Order for State Force Work No. 234 - Furnish and Install Horizontal Drains in Cut Slopes-Estimated Total Cost $25,000-Federal Funds $15,000

Dear Sir:

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.2, on an agreed unit price basis, for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contracter's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Very truly yours,

C. G. Polk
Division Engineer

Orig to SHP

NOTED

RECEIVED
APR 18 1958
FOR FILING
BF [illegible]
5094

April 16, 1958

Mr. [illegible] Volk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 234 covering installation of horizontal drains on the Cape Ferrelo-[illegible] Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. [illegible]-124(11).

This work is necessary for slide control throughout the project. It is an anticipated item in the contract authorization. The contractor is not equipped to do this work. The State has the necessary drilling equipment operated by experienced crews. It is neither practical nor economical to contract the work as it will be necessary to place the horizontal drains as the contractors' work progresses and the need arises.

The total estimated amount of the order is $25,000 with Federal participation of $15,000. Equipment rental rates will be in accordance with the established schedule.

Your approval of this order under the provisions of PPM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CRN:bb
Encl.

file

RECEIVED
APR 14 1958
FOR FILING
BF-124
08:35
5094

April 10, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(11), Cape Ferrelo-
Brookings Section, Oregon Coast Highway,
State Contract No. 5094-Order for State
Force Work-Seeding and Mulching
Estimated Total Cost $17,000.00
Federal Funds $10,500.00

Dear Sir:

We are approving the use of State force as being in the public interest under the provisions of PPM21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has specialized equipment and trained personnel to perform the work most economically.
3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

Original to
Mr. Prudent

RECEIVED
APR 7 1958
FOR FILING

BF-124
5094

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 4, 1958

SUBJECT:

To:
Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between Peter Kiewit Sons' Company and the Steel Service Company covering the placing only of Item 25 on the Cape Ferrelo-Brookings Contract, No. 5094, Oregon BF-124 (11) is approved and you may so inform the interested parties.

Four copies of the subcontract returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmb

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract for $8,790.00. This subcontract $6,960.00 for a total of $15,750.00 or 1.16%.

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APR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 31 1958
FOR FILING

BF-124 (11)

5094

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1958

SUBJECT:

To:

Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between Peter Kiewit Sons' Co. and L & M Contractors covering Items 26 and 27 on the Cape Ferrelo-Brookings Contract, No. 5094, Oregon BF-124 (11) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project amounting to $8,790.00 or 0.8%.

NOTED
FORREST COOPER

RECEIVED
MAR 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 7 1958
FOR FILING

FF-12[illegible]

5094

March 26, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. [illegible] covering seeding and mulching on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. FF-1[illegible](11).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The state has the necessary special equipment operated by experienced crews. There are no contractors in the area equipped to do the work.

Your approval of this order at agreed unit prices is requested under the provisions of PPM-21-4.3.

The total estimated amount of the order is $17,000 with Federal participation of $10,500.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
FOR FILING
BF 124(11)

Form A-105—5M—5-55

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

5094

Project Name: Cape Ferrelo- Brookings
Date: March 7, 1958
Highway: Oregon Coast
Contract No. 5094
F. A. Project No. BF-124(11)
County: Curry
Prefix: 8-1026
Account No. 224, 238

Description of Work To Be Done:

Grass seeding, fertilizing and mulching to be done by state erosion control crews on cut and fill slopes throughout the project as protection against erosion and for roadside improvement.

Location by Station Numbers:

As required between Stations 1226+41 and 1446+00.

Estimate of Quantities and Costs:

64 acres Seeding & Fertilizing @ $50/acre	$3,200
61 acres Mulching @ $200/acre	12,200
64 acres Refertilizing @ $25/acre	1,600
	$17,000

Materials to be used per acre —
25 lbs. mixed grass seed
320 lbs. 10-16-8 fertilizer
2 tons hay or straw
80 lbs. nitrogen fertilizer

Explanation: State is equipped to perform work with specialized equipment with substantial savings to the taxpayer. This work has not yet been done. Funds required are available in approved authorization. Equipment rates to be in accordance with established standard schedule.

(OVER)

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$1,356,978.13
Present estimate of project cost, including $17,000.00 for work under this order	$1,356,978.13
Expected under-run over-run (amount)	$0
Expected under-run over-run (per cent)	0

Space to right of this line is for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: L R Chandler
Division Engineer

Approval Recommended: Construction—Bridge—Engineer

Approved: Assistant State Highway Engineer

This order does not constitute auhtority for expenditures until approved by the Assistant State Highway Engineer.

State Printing 85513

Landscape Copy

	UNIT	LABOR	MATERIALS	EQUIPMENT	TOTAL $
Seeding & Fertilizing	acre	15.00	27.50	7.50	50.00
Refertilizing	acre	7.50	13.75	3.75	25.00
Mulching	acre	90.00	80.00	30.00	200.00

* Federal participation to be on Agreed Unit Price Basis

KENNETH G. DENMAN, CHAIRMAN, MEDFORD
DON M. MITCHELL, TAFT
J. H. VAN WINKLE, OREGON CITY
RALPH T. RENNER, LAKEVIEW
[illegible]

RECEIVED
MAR 5 - 1958
FOR FILING

BF-124(11)

5094

[illegible]
BF 124(12)
5137

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
P. O. BOX 4136
PORTLAND 8

March 4, 1958

State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

We have inspected the plans shown on sheet No. 2B of the Thomas Creek-Ferrelo Section of the Coast Highway.

Approval of the culverts of Whalehead, House Rock and Bowman Creeks can be given on the basis of the plans submitted.

Thank you for the opportunity to inspect the plans of this proposed project.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski
R. O. Koski
Chief of Liberations

NOTED
G. S. PAXSON

ROK:rmd
cc L. D. Marriage

Copies forwarded to Messrs. Frank Hall, Tom Edwards and
F. D. Morgan March 5th. gm

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MAR 5 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 5 - 1958
FOR FILING

FI 124(12)
5-14

FI 124(12)
5137

February 4, 1958

Mr. Albert M. Day
State Fisheries Director
Fish Commission of Oregon
1400 S. W. Fifth Avenue
Portland 1, Oregon

Dear Mr. Day:

I am attaching hereto a print from our Sheet No. 28 of the plans of the Thomas Creek-Ferrelo Section of the Oregon Coast Highway in Curry County. On this sheet we show the cross section and the arrangement of pipes at Whalehead Creek. You will note that the flow line of the smaller pipe is two feet lower than the flow line of the two larger pipes and that they would discharge into the stream bed at the same elevation at the lower end.

Also shown on this sheet are culverts for two minor drainage streams in this section; namely, House Rock Creek and Bowman Creek.

I note that the State Game Commission is to make the field inspection of culvert sites in this vicinity but I will continue to furnish your office with prints from the plans for all culvert installations.

Very truly yours,

W. C. Williams
State Highway Engineer

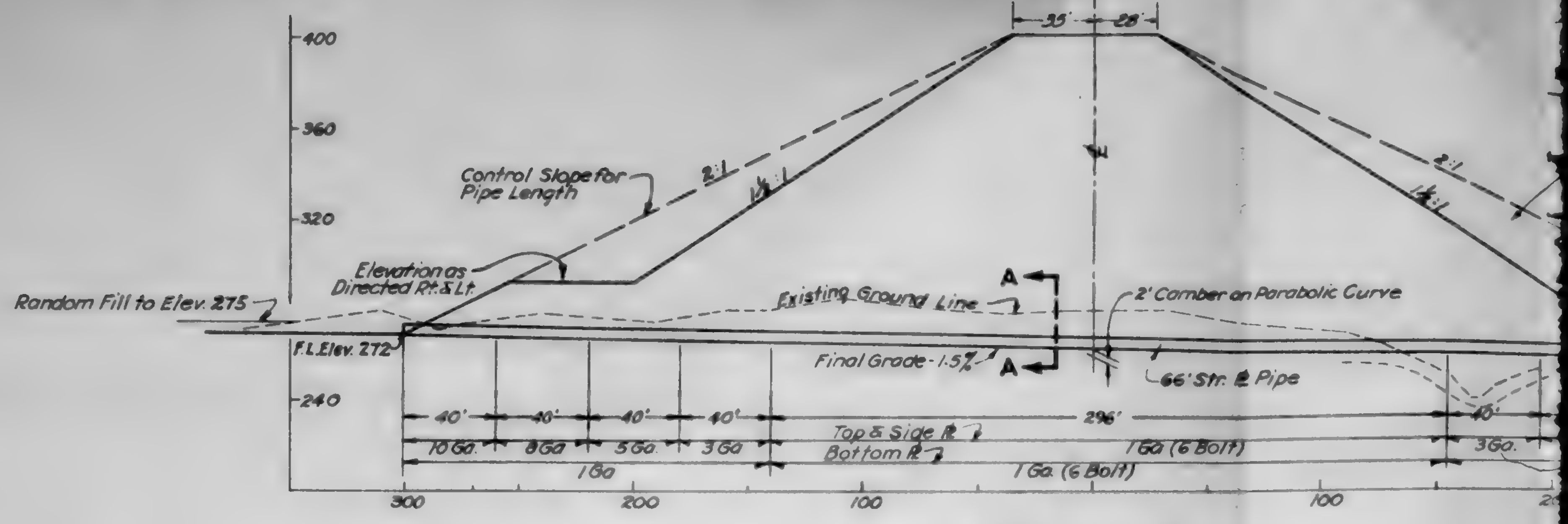
By

G. S. Paxson
Assistant State Highway Engineer

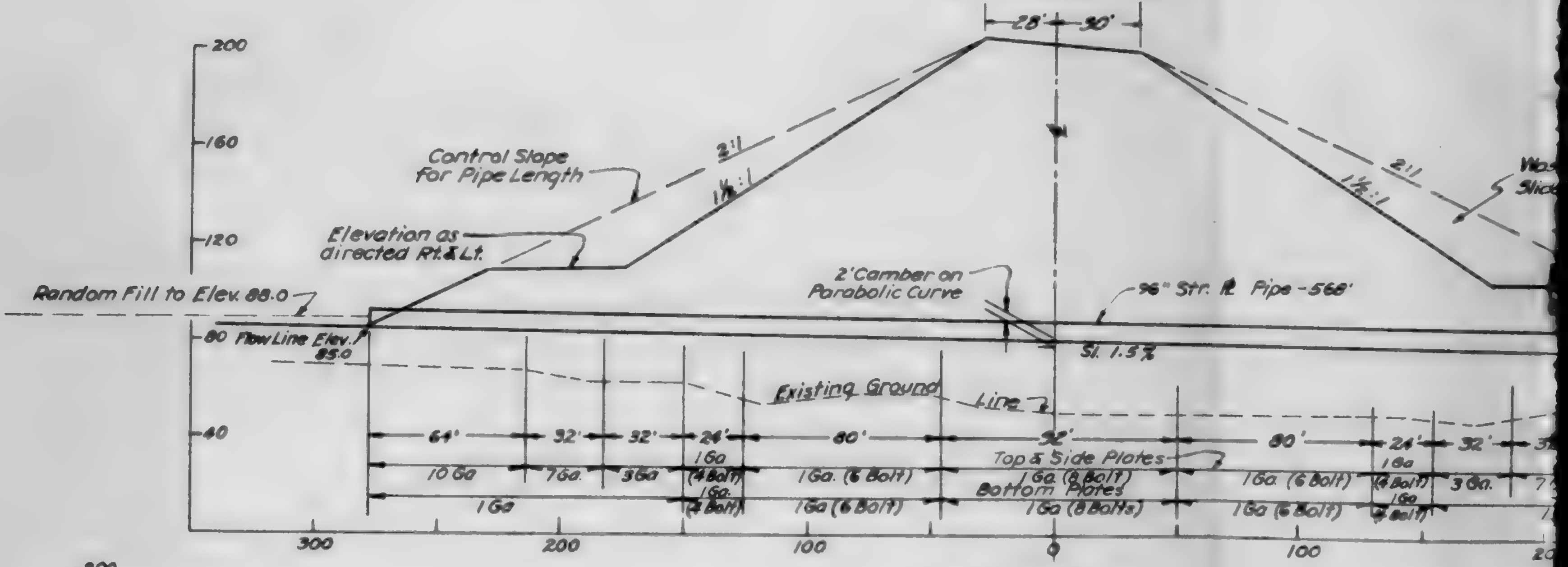
Attach.
GSP:gm

cc Oregon State Game Commission
Mr. W. C. Williams

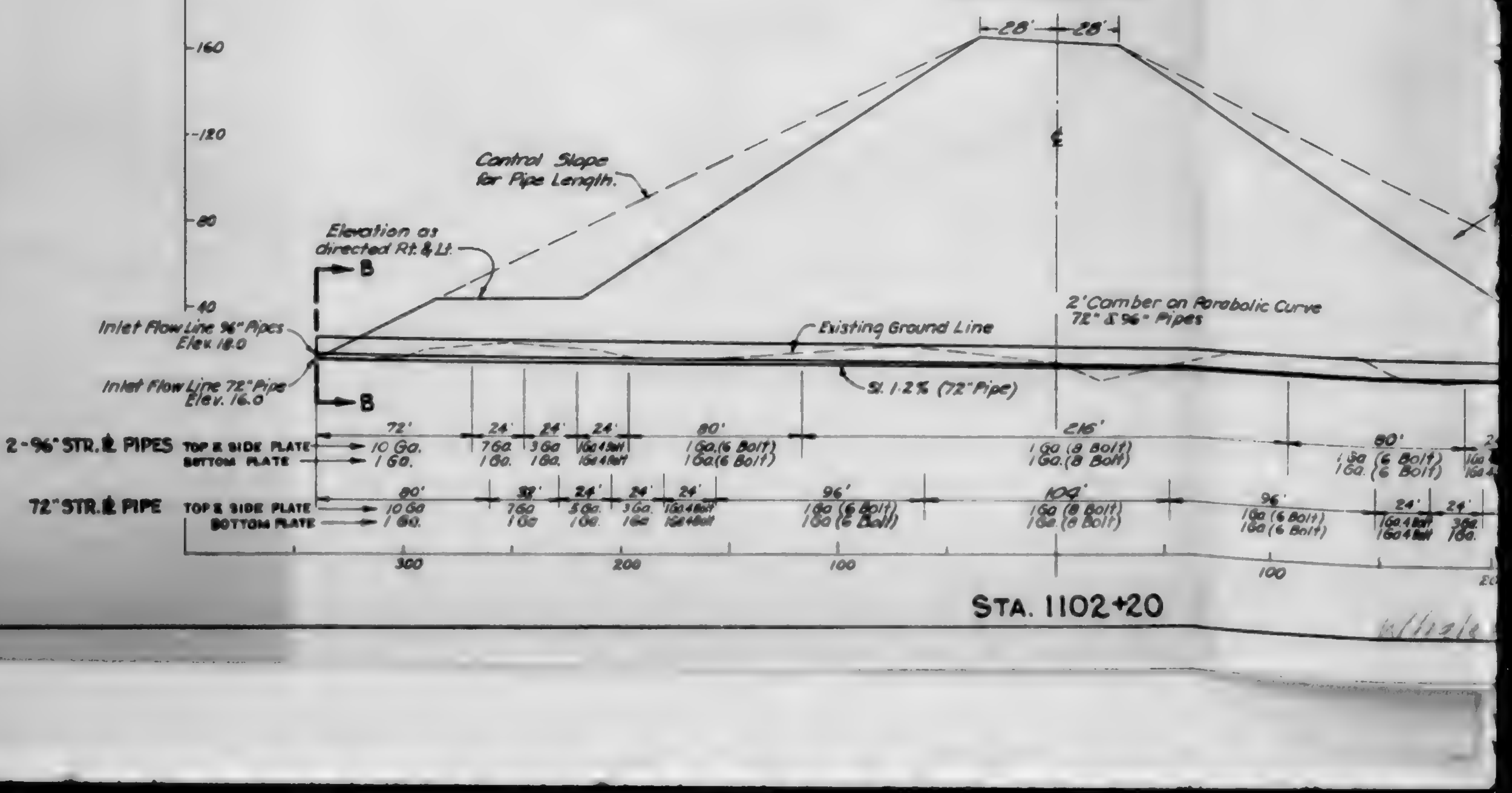
CULVERT INSTALLATION DETAILS


35'
28'
400
360
320
240
Control Slope for Pipe Length
2:1
1½:1
Elevation as Directed Rt. & Lt.
Random Fill to Elev. 275
F.L. Elev. 272
Existing Ground Line
A
A
2' Camber on Parabolic Curve
Final Grade - 1.5%
66" Str. Pl. Pipe
40'
40'
40'
40'
296'
10 Ga.
8 Ga.
5 Ga.
3 Ga.
Top & Side Pl.
Bottom Pl.
1 Ga. (6 Bolt)
1 Ga.
1 Ga. (6 Bolt)
3 Ga.
300
200
100
100

STA. 1214+20


28'
30'
200
160
120
80
40
Control Slope for Pipe Length
2:1
1½:1
Elevation as directed Rt. & Lt.
Random Fill to Elev. 88.0
2' Camber on Parabolic Curve
96" Str. Pl. Pipe - 568'
Flow Line Elev. 85.0
Sl. 1.5%
Existing Ground Line
64'
32'
32'
24'
80'
32'
80'
24'
32'
10 Ga.
7 Ga.
3 Ga.
1 Ga. (4 Bolt)
1 Ga. (4 Bolt)
1 Ga. (6 Bolt)
Top & Side Plates
1 Ga. (8 Bolt)
Bottom Plates
1 Ga. (8 Bolts)
1 Ga. (6 Bolt)
1 Ga. (6 Bolt)
1 Ga. (4 Bolt)
1 Ga. (4 Bolt)
3 Ga.
1 Ga.
1 Ga. (6 Bolt)
300
200
100
0
100

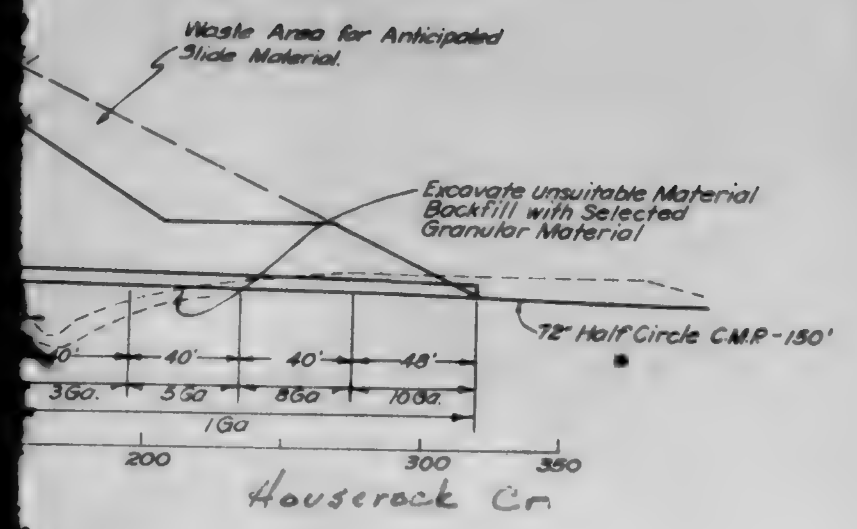
STA. 1134+55


28'
28'
200
160
120
80
40
Control Slope for Pipe Length.
Elevation as directed Rt. & Lt.
B
B
Inlet Flow Line 96" Pipes Elev. 18.0
Inlet Flow Line 72" Pipe Elev. 16.0
Existing Ground Line
2' Camber on Parabolic Curve 72" & 96" Pipes
Sl. 1.2% (72" Pipe)
2-96" STR. PL. PIPES
TOP & SIDE PLATE
BOTTOM PLATE
72'
10 Ga.
1 Ga.
24'
7 Ga.
1 Ga.
24'
3 Ga.
1 Ga.
24'
1 Ga. 4 Bolt
1 Ga. 4 Bolt
80'
1 Ga. (6 Bolt)
1 Ga. (6 Bolt)
216'
1 Ga. (8 Bolt)
1 Ga. (8 Bolt)
80'
1 Ga. (6 Bolt)
1 Ga. (6 Bolt)
72" STR. PL. PIPE
TOP & SIDE PLATE
BOTTOM PLATE
80'
10 Ga.
1 Ga.
32'
7 Ga.
1 Ga.
24'
5 Ga.
1 Ga.
24'
3 Ga.
1 Ga.
24'
1 Ga. 4 Bolt
1 Ga. 4 Bolt
96'
1 Ga. (6 Bolt)
1 Ga. (6 Bolt)
104'
1 Ga. (8 Bolt)
1 Ga. (8 Bolt)
96'
1 Ga. (6 Bolt)
1 Ga. (6 Bolt)
24'
1 Ga. 4 Bolt
1 Ga. 4 Bolt
24'
3 Ga.
1 Ga.
300
200
100
100

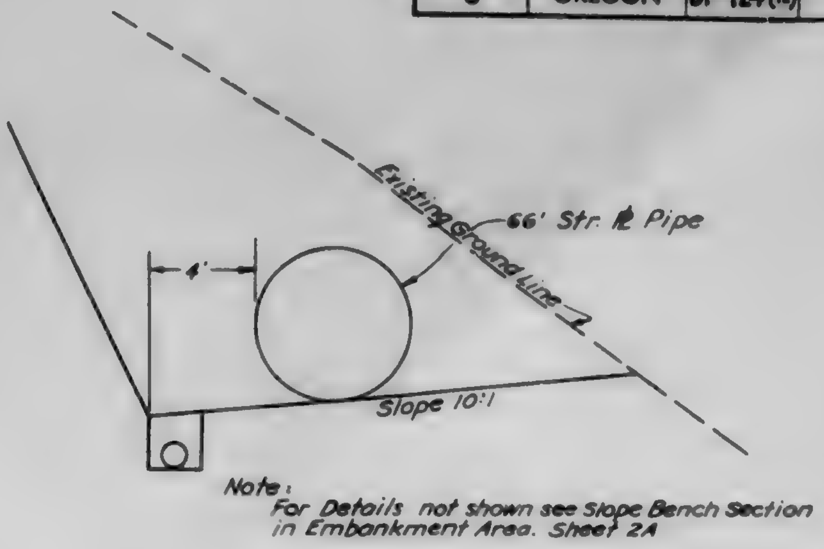
STA. 1102+20

THOMAS CREEK-CAPE FERRELO SECTION
OREGON COAST HIGHWAY
CURRY COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	BF-124(11)		2B	See Index

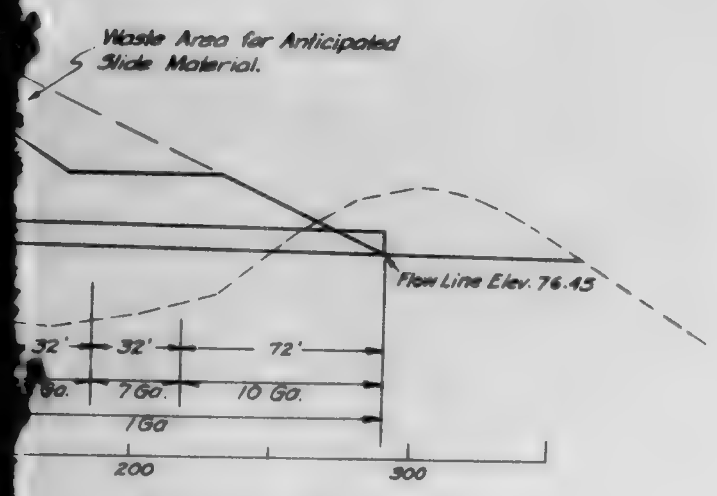

Waste Area for Anticipated Slide Material.
Excavate Unsuitable Material Backfill with Selected Granular Material
72" Half Circle C.M.P. - 130'
40'
40'
40'
48'
3Ga.
5Ga.
8Ga.
10Ga.
1Ga.
200
300
350

Houserock Cr.

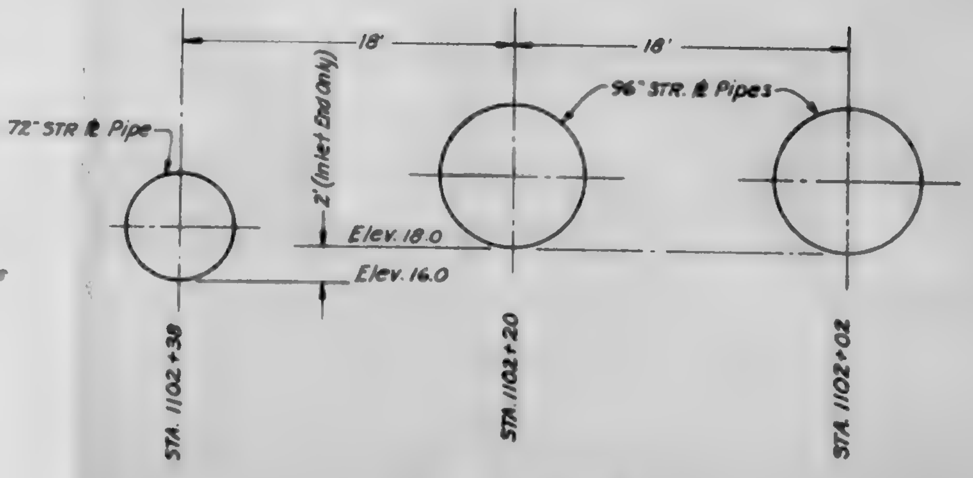

Existing Ground Line
66" Str. ℄ Pipe
4'
Slope 10:1

Note:
For Details not shown see Slope Bench Section in Embankment Area. Sheet 2A

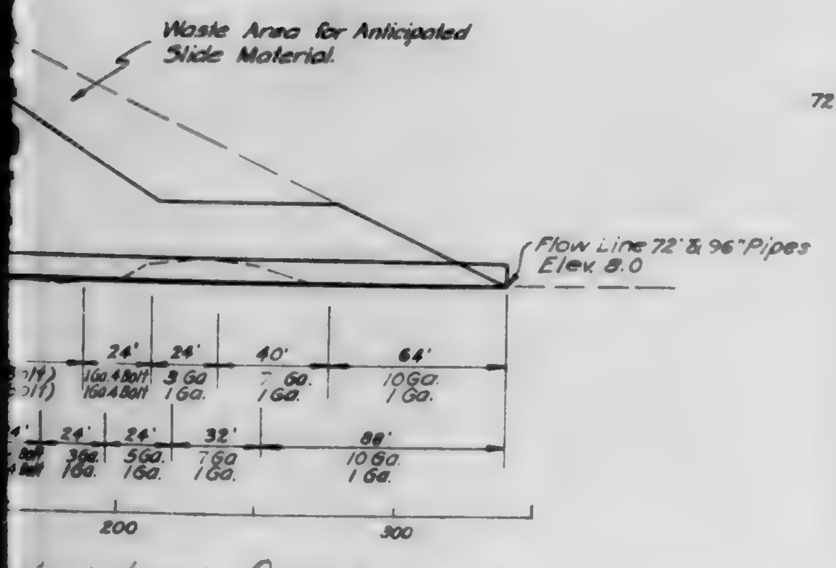
SECTION A-A


Waste Area for Anticipated Slide Material.
Flow Line Elev. 76.45
32'
32'
72'
Ga.
7Ga.
10 Ga.
1Ga.
200
300

Bow man Cr.


18'
18'
72" STR ℄ Pipe
96" STR. ℄ Pipes
2' (Inlet End Only)
Elev. 18.0
Elev. 16.0
STA. 1102+38
STA. 1102+20
STA. 1102+02

SECTION B-B


Waste Area for Anticipated Slide Material.
Flow Line 72" & 96" Pipes Elev. 8.0
24'
24'
40'
64'
1Ga & Bolt
1Ga & Bolt
3 Ga
1 Ga.
7 Ga.
1 Ga.
10 Ga.
1 Ga.
24'
24'
32'
88'
3Ga.
1Ga.
5Ga.
1Ga.
7Ga
1Ga.
10 Ga.
1 Ga.
200
300

haleheoq Creek

COMMISSIONERS:
HAROLD T. JOHNSON, CHAIRMAN, ASTORIA
CHARLES W. MAHAFFY, COOS BAY
OMAR C. PALMER, PORTLAND

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 1

February 3, 1958

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Reference is made to your letter to this office of November 4, 1957 and to the Oregon Game Commission letter to your office dated January 14, 1958 regarding your plans for Highway 101 stream crossings in Curry County for Taylor, Shy, Harris, Lone Ranch and Ram Creeks.

In an effort to avoid duplication of effort it was agreed that the Game Commission would make the only field inspection of the sites. The recommendations made by the Game Commission that the plans for culverts as submitted by your office are satisfactory are acceptable to this office.

We have not had an opportunity to review your plans for Whalehead Creek and request that these plans be forwarded to this office for inspection.

We appreciate the opportunity to review your proposed stream crossings prior to construction.

Sincerely,

Albert M. Day

ALBERT M. DAY
STATE FISHERIES DIRECTOR

RECEIVED
FEB 4 1958
OREGON
STATE HIGHWAY COMMISSION

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JAN 29 1958
FOR FILING

BF-[illegible]
5074

Salem, Oregon
January 20, 1957

Plans for minor drainage in
Brookings, north, section, US101

Mr. Tom Edwards

Mr. Ivan D. Merchant

I am attaching hereto copy of a letter from the State Game Commission approving our plans for handling minor drainage in the Brookings, north, sections of US101. In this letter they have approved the layouts which we submitted to them.

G. S. Paxson

GSP:gm
Attach.

cc Mr. D. J. Barbee
Mr. Frank Hall

KENNETH G. DENMAN, CHAIRMAN, MEDFORD
DON M. MITCHELL, TAFT
J. H. VAN WINKLE, OREGON CITY
RALPH T. RENNER, LAKEVIEW
MAX WILSON, JOSEPH

STATE OF OREGON
OREGON STATE GAME COMMISSION
1634 S. W. ALDER STREET
P. O. BOX 4136
PORTLAND 8

January 14, 1958

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

We have examined the plans for culverts at stream crossings on the State Highway, Brookings to Cape Ferrelo section, and find them to be satisfactory. The streams to be crossed in this area are Taylor, Shy, Harris, Lone Ranch, and Ram Creek. Although anadromous fish are at times present in the extreme lower stretches of the streams, the numbers are not significant.

In addition, our agent reports that several small streams to the north to be crossed are also of no great importance and no special considerations are requested.

It is understood that the plans for crossing Whalehead Creek call for two floodwater culverts and a smaller culvert on a 1.5 per cent gradient for fish passage. In view of the minor importance of this stream, this plan is satisfactory.

Very truly yours,

P. W. SCHNEIDER
DIRECTOR

By R. O. Koski

R. O. Koski
Chief of Liberations

ROK:rmd
cc L. Dean Marriage

RECEIVED
JAN 15 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 5 1957
FOR FILING

November 4, 1957

Fish Commission of Oregon
307 State Office Building
Portland, Oregon

Oregon State Game Commission
P. O. Box 4136
Portland 8, Oregon

Gentlemen:

The State Highway Commission is now making a location for the new section of US101 from Brookings northerly to Cape Ferrelo. We are crossing five minor drainage areas in this section in which we propose to place box culverts. Enclosed are prints of our vicinity maps for these structures. The five sites are as follows:

1. Taylor Creek - shown on our Drawing 13699. This is a 6' x 6' concrete culvert at Station 1347 and is located in the NE¼ of the NE¼ of Section 26, Township 40 South, Range 14 West.

2. Shy Creek - shown on our Drawing 13700. This is a 6' x 6' concrete culvert at Station 1372. It is located in the SW¼ of the SW¼ of Section 25, Township 40 South, Range 14 West.

3. Harris Creek - shown on our Drawing 13701. This is a 6' x 6' concrete culvert at Station 1447 and is in the SW¼ of the NE¼ of Section 36, Township 40 South, Range 14 West.

4. Lone Ranch Creek - shown on our Drawing 13790. This is an 8' x 8' concrete culvert at Station 1281 and is in the NE¼ of the NE¼ of Section 22, Township 40 South, Range 14 West.

5. Ram Creek - shown on our Drawing 13791 at Station 1210. This is a 4' x 4' concrete box culvert approximately at the one quarter corner between Sections 22 and 23, Township 40 South, Range 14 West.

I am informed that these are all minor drainage streams and that during the summer months they are practically dry. I would, however, appreciate your examination of the structures proposed and any comments you may have on them.

Very truly yours,

W. C. Williams
State Highway Engineer

By
G. S. Paxson
Assistant State Highway Engineer

Attach.
cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Frank Morgan
Mr. Tom Edwards
Mr. P. M. Stephenson

GSP:gm

File

RECEIVED
FEB [illegible] 1958
FOR FILING
[illegible]

South Coast Lumber Co. Oreg. Ltd.

PHONE [illegible] • TELETYPE BROOKINGS [illegible]

BROOKINGS OREGON

February 12, 1958

~~Porter~~
~~Please reply~~

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: C. L. Pallert and C. V. Ames Property
Brookings, Oregon

Reference is made to the contract given your right of way agent Mr. L. W. Riley, permitting the Highway Department to cross our property to February 1, 1958, relative to surveying and like type of work in connection with the relocation of Highway 101. Mr. Riley advised us that he would contact us prior to February 1, 1958, for further negotiating with respect to our property.

On or about January 10th, we noted that excavating had started on our property for the new highway. There definitely was no permission given the Highway Department or the Contractor for excavation on this property.

The owners are very willing to meet with your representatives to negotiate an agreement for purchase of this property.

At the present time the Highway Department and the Contractor are trespassing on our property.

May we hear from you at once regarding this matter.

Very truly yours

SOUTH COAST LUMBER CO. OREG. LTD.

C L Pallert

C. L. Pallert
Partner-Owner

CLP dp

RECEIVED
FEB 10 1958
FOR FILING

5094

February 6, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the state's share of flagging costs on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Contract No. 5094, in connection with Federal Aid Project No. BF-124(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:cr
Encl.

RECEIVED
FEB 4 - 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

[illegible]

Feb. 4, 1958

Peter Kiewit Sons' Co.
405 E. Main
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5094, awarded Jan. 17, 1958, for grading on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 31 1958
FOR FILING

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5[illegible]-1

January 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 18, 1957, on Contract No. 5094, Cape Ferrelo-Brookings Section, in Curry County, in connection with Federal Aid Project No. BF-124(11).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
FEB 4 - 1958
FOR FILING
BF-124(11)
5094

cc: W. C. (Dutch) Williams, Personal

NOTED
W. C. WILLIAMS

January 27, 1958

Dear Mr. Taylor:

This is to acknowledge your letter of January 17 in which you discuss the Brady property north of Brookings on the Oregon Coast, and refer to Mr. Brady's protest against crossing his property with the new section of U.S.Highway 101 in accordance with the present survey.

As I have stated to C. H. Armstrong, State Superintendent of Parks, and others, I feel that Mr. Brady has a point against the present routing.

I am, however, informed by W. C. Williams, State Highway Engineer, that it would cost $200,000 to reroute the highway. This is a sum completely out of proportion to the amounts discussed in connection with Mr. Brady's property.

While I sympathize with Mr. Brady's position, I would not wish to carry the matter farther in view of the statement from Mr. Williams.

Sincerely,

Marshall N. Dana

Mr. William E. Taylor
Taylor and Miller
140 Gauntlett Street
Gold Beach, Oregon

RECEIVED
FEB 4 - 1958
FOR FILING

SF 124(1)

5094

1/16/58
5i

January 27, 1958

Taylor and Miller
Lawyers
140 Gauntlett Street
Gold Beach, Oregon

Attention: Mr. William E. Taylor

Gentlemen:

In your letter of January 17, 1958, directed to the State Highway Commission, you ask the Commission to reconsider the designated location of the Oregon Coast Highway between Myers Creek and Brookings as it affects the property of your client, Mr. William H. Brady, and you request an opportunity for yourself, Mr. Brady, and other interested parties to appear before the Highway Commission at a hearing on the subject at a convenient time to be set by the Commission.

Your letter was not received in this office until January 20, 1958, too late to be considered by the Highway Commission at its meeting on January 16 and 17; however, the Commission did discuss a letter from Mr. Marshall N. Dana, Chairman of the Recreational and Natural Resources Committee of the Portland Chamber of Commerce, on the same subject. Mr. Dana had recommended after inspecting Mr. Brady's property with Mr. Brady on December 30, 1957 the rerouting of the highway across this property.

In the discussion of this matter, the Highway Commission was informed by the State Highway Engineer that there are two alternate routes for the highway across Mr. Brady's property -- the route that was recommended by him after long and careful study, and the alternate route that apparently Mr. Brady prefers, which is estimated to cost $200,000 more than the one that was selected. The Commission carefully considered the factual information presented by the Engineer and decided unanimously not to make any change in the route that was heretofore selected.

The contract for the grading of the Cape Ferrelo-Brookings Section for which bids were received by the Commission on December 5, 1957 has been awarded to the low bidder, and the Commission plans to proceed with the construction on the selected alignment as being in the best interest of the motorists of the State who provide the funds with which the project is to be financed.

As to your request for a hearing on the subject, I do not believe that it would do any good because the Commission has already made its decision, and I am sure would not consider changing it; however, if you still feel that you want a hearing notwithstanding the circumstances, I shall be glad to make an appointment for you if you will let me know. The next regular meeting of the Commission is scheduled to be held in Portland on Thursday and Friday, February 27 and 28, 1958. Delegations will be heard on the second day, Friday the 28th.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: W. C. Williams
George Rohde

5-6
1/16/58

January 23, 1958

Mr. Marshall N. Dana
c/o The United States National Bank
Post Office Box 4410
Portland 8, Oregon

Dear Mr. Dana:

The State Highway Commission, at its meeting on January 16, considered the matters brought out in your letter of January 4, addressed to Mr. C. H. Armstrong, relative to the projected highway routing through the property of W. H. Brady of Brookings.

The Commission denied the suggested rerouting for the reason that, in the first instance, the alternate routing would cost $200,000 in excess of the route which was selected after long and careful study, after appraisals had been made by Highway Department appraisers and by independent appraisers, and evaluating all known facts. While, of course, we will have to pay Mr. Brady a fair value for crossing his property, which value will be established by a circuit court inasmuch as we are unable to effect a negotiation, whatever the payment will be it will be only a fraction of the additional $200,000 cost for an alternate routing, which alternate routing is not only no better but actually slightly inferior in alignment and gradient as well as the cost element to the route selected.

Bids were called for and a satisfactory bid accepted by the State Highway Commission at its meeting on December 6. The contract has been awarded, and the Commission plans to proceed on the selected alignment which the Commission considered and which I heartily recommended as being in the best interests of and the greatest good for the motorists of Oregon who pay for the highways we build.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
bc Commissioners
Mr. C. H. Armstrong
Mr. Forrest Cooper

CHERRY 7-3581

LAW OFFICES OF

TAYLOR AND MILLER
140 GAUNTLETT STREET
GOLD BEACH
OREGON

WILLIAM E. TAYLOR
ROBERT L. MILLER

January 17, 1958

Oregon State Highway Commissioner
Oregon State Highway Commission
Salem, Oregon

Re: William H. Brady R-26914 Myers Creek to Brookings Section
of Oregon Coast Highway

Gentlemen:

Mr. William H. Brady of Brookings, Oregon has contacted our office concerning the proposed location of a section of the above mentioned highway through his property. This property is more specifically described as Government Lot Three, Section 26, Township 40 South, Range 14 West Willamette Meridian, Curry County, Oregon. He is very much concerned over the proposed location by the Highway Commission in as much as he sincerely believes that this property of his is one of the most outstanding scenic pieces of the Oregon Coastline. It has located on it a rock of interesting geological structure and color which is locally known as Rainbow Rock. Mr. Brady believes that the proposed location of the highway would irreparably damage the scenic beauty of his property and make inaccessable a beautiful stretch of beach, and Rainbow Rock; would obliterate a view of Rainbow Rock, and irretrievably destroy the beautiful cliffs fronting the ocean.

Mr. Brady has in past correspondence with the Commission, been lead to believe that in considering a location of the highway in his area of the Oregon Coast, the scenic value of his property would be preserved due to its outstanding beauty. It is his sincere desire that the highway be located in such a manner as to not effect the scenic beauty of this property so that this beauty can be preserved for the enjoyment of the local population and travelers in his area.

Mr. Brady believes that his property naturally has great value because of its outstanding beauty, but rather than recover fair value therefore from the State of Oregon in case an emminent domain proceeding is brought, he would rather have the highway re-located and its scenic beauty preserved. We are sending enclosed to you a copy of the letter by Mr. Len Ramp, a Geologist of the State of Oregon Department of Geology and Mineral Industries describing some of the interesting aspects of Rainbow Rock, and in addition, a postcard showing some of its scenic beauty.

Mr. Brady has felt that the setting of his property with its beautiful cliffs, its Rainbow Rock, and its beautiful beach and ocean view

ANSWERED
H. B. GLAISYER

is a wonderful outstanding site for a resort development catering to the tourists coming to Oregon. He at one time described the possibility to Mr. R. H. Baldock, who informed him in a letter from the Oregon State Highway Department, July 17, 1952, as follows: "You can rest assured that we want to do all we can to preserve the scenic beauty of an incomparable Oregon Coast, and we are interested in seeing the type of a hotel that you mentioned built". In a later letter from Mr. Baldock, dated August 20, 1953, Mr. Brady was advised as follows: "At the present time I can advise you that we are considering two alternate routes at Rainbow Rock, one of which would be on the ocean side and one on the landward side."

In a letter dated January 4, 1958, Mr. Marshall N. Dana, Chairman of the Conservation of Natural Resources Committee; Portland Chamber of Commerce sent a letter to Mr. C. H. Armstrong, Park Superintendent, Oregon State Highway Commission, Salem, Oregon, informed Mr. Armstrong of Mr. Dana's opinions of Mr. Brady's property, and in that letter Mr. Dana indicated that it would be a mistake for the highway to be located as presently proposed and recommended that the re-routing of the highway in this area be referred to the State Highway Commission and considered at policy level.

If the highway was relocated from its present proposed location, Mr. Brady authorized Mr. Dana to state in his letter, and has authorized us to state, that in consideration of the deviation from the present designated route, and access to the new route, Mr. Brady would donate to the State for park purposes and as a part of the Samual H. Boardman Memorial State Park all of the ocean frontage of his property, including Rainbow Rock. If this was done, the State of Oregon would have preserved for access and beauty a scenic outstanding attraction presently existing on the Oregon Coast, which as part of the State Park System would be preserved forever. Mr. Brady would have the opportunity to develop his resort site benefiting the tourist industry of the State of Oregon and serving as a drawing card for tourists in this area.

We respectfully request that the Highway Commission reconsider the designated location of the highway as it effects Mr. Brady's property and investigate the matter in detail at the policy level before proceeding with this matter, and we further hereby request the opportunity for ourselves and Mr. Brady, and other interested persons, to appear before the Highway Commission at a hearing on this matter, at a convenient date to be set by the Commission. X

May we hear from you in reply as soon as possible. Thank you for your kind cooperation.

Very truly yours,

TAYLOR AND MILLER

By William E Taylor
William E. Taylor

WT/eg
CC: Mr. Marshall N. Dana
Mr. W. H. Brady

C
O
P
Y

State of Oregon

State Department of Geology and Mineral Industry

239 Southeast H. Street

P.O. Box 417

Grants Pass, Oregon

September 21st. 1954.

Mr. W. H. Brady,
Brookings, Oregon

Dear Mr. Brady:

On Thursday Sept. 16th. after returning from a weeks stay in the Vulcan Peak Area, Bob Bentley and I visited "Rainbow Rock".

We stopped at the D. W. Longacre's Bulb Farm, walked down to the beach and examined, "Rainbow Rock".

The Rock is beautifully folded, colorful, banded Chert. It probably belongs to the Dothan formation of upper Jurassic age. It is the best and most beautiful, colorful outcropping of Chert that I have ever seen, and undoubtedly, would attract Tourists if it were easily accessible.

We made rough measurements of the two rocks on the beach and noted that another rock about one hundred yards off shore is apparently of similiar composition. The Chert might possibly contain fossil evidence, in the form of radiolaria, as its geologic age.

The beautiful examples of folding would be excellent for geology students to observe.

We intended to contact you after visiting the rock but were too late to catch you at the office. If you have any questions regarding this rock feel free to write.

Sincerely,

Len Ramp

Geologist.

LR/ams.
cc F. W. Libbey

FORM E-122X 50M 6-57

5i'

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 8, 1957

Mr. Marshall N. Dana
Chairman
Recreational and Natural Resources
Committee: Portland Chamber of Commerce
U. S. National Bank Building
Portland, Oregon

Dear Mr. Dana:

As requested in your letter of January 4, 1958, which I have just received, I shall bring to the attention of the members of the State Highway Commission your letter of the same date directed to Mr. C. H. Armstrong, State Parks Superintendent, concerning your personal feelings with respect to the Brady property at Brookings across which it is proposed to relocate the Oregon Coast Highway.

In your letter you asked that you be furnished a supply of fifty of the new 1958 state highway maps when they become available. I am making a note of your request and will be glad to see that you receive the requested number of maps when they have been printed. I am told that they should be ready for distribution some time during the early part of April.

Thanking you very much for the kind thoughts expressed in the last paragraph of your letter and expressing the hope that you too may enjoy the best of health throughout the coming year and that it will be full of happiness. I remain,

Sincerely yours,

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Commissioners
W. C. Williams
C. H. Armstrong

RECEIVED
JAN 9 1958
OFFICE OF
STATE HIGHWAY ENGINEER

cc: L. [illegible]. Koons
cc: W. H. Brady
cc: E. S. McClain
cc: Arnold Peabody

January 4, 1958

COPY

Dear Mr. Armstrong:

On Monday, December 30, I accompanied W. H. Brady of Brookings, Oregon, to his property lying north of Norris State Park and abutting the Samuel H. Boardman Memorial State Park on the shore of the Pacific Ocean at Rainbow Rock.

Mr. Brady had made numerous representations to K. S. McClain, Vice President of the United States National Bank, and to me, protesting the route of the projected highway across his property along the ocean shore between Brookings and Gold Beach. He had insisted that the routing selected by the locating engineer is a location for an elaborate resort development on the headland at that point.

My own findings are as follows:

1. The designated route across the Brady property would result in cutting the front of the headland down to about half its present height.
2. The highway, thus, would be located below the top of the cliff and above Rainbow Rock.
3. Serious handicap would be imposed by the development of the presently proposed route.
4. Rainbow Rock, which is a unique feature, would be subordinated as a geological object and as a point of interest for sight-seers.
5. It appeared to me as a layman that to swing the highway eastward and at the rear of the headland would not entail greater distance, would not involve as heavy a movement of material as along the present route, and would not damage the property for future development. (I understand that an alternate survey was made.)

6. Mr. Brady authorized me to state that in consideration of the slight deviation from the presently designated route, he would donate to the state for park purposes, and as a part of the Samuel H. Boardman Memorial State Park, all of the ocean frontage of his property including Rainbow Rock. In my judgment, this would be a valuable acquisition.

Mr. Brady also assures me that he will interpose no further objection to the construction of the highway across his property if the alternate route is followed.

7. I recommend that this question, the rerouting of the highway across the Brady property, and the acceptance of the ocean frontage of the Brady property be referred to the State Highway Commission, and that it be considered at the policy level.

8. My connection with this project rises from the chairmanship of the Recreational and Natural Resources Committee of the Portland Chamber of Commerce, and from cooperative activities with the study of the entire Pacific Shore now being conducted by the National Park Service, and cooperative activities connected therewith on the part of the Oregon Coast Association.

Sincerely,

/s/ Marshall N. Dana

Chairman
Recreational and Natural Resources
Committee: Portland Chamber of Commerce

Mr. C. H. Armstrong
Parks Superintendent
State Highway Commission
Salem, Oregon

P.S. B. A. Martin, a local engineer of the State Highway Department, to whom you forwarded a suggestion that he might accompany Mr. Brady and me, did not do so. It was reported that he was out of the area at the time.

C
O
P
Y

State of Oregon
State Department of Geology and Mineral Industry
239 Southeast H. Street
P.O. Box 417
Grants Pass, Oregon

September 21st. 1954.

Mr. W. H. Brady,
Brookings, Oregon

Dear Mr. Brady:

On Thursday Sept. 16th. after returning from a weeks stay in the Vulcan Peak Area, Bob Bentley and I visited "Rainbow Rock".

We stopped at the D. W. Longacre's Bulb Farm, walked down to the beach and examined, "Rainbow Rock".

The Rock is beautifully folded, colorful, banded Chert. It probably belongs to the Dothan formation of upper Jurassic age. It is the best and most beautiful, colorful outcropping of Chert that I have ever seen, and undoubtedly, would attract Tourists if it were easily accessible.

We made rough measurements of the two rocks on the beach and noted that another rock about one hundred yards off shore is apparently of similiar composition. The Chert might possibly contain fossil evidence, in the form of radiolaria, as its geologic age.

The beautiful examples of folding would be excellent for geology students to observe.

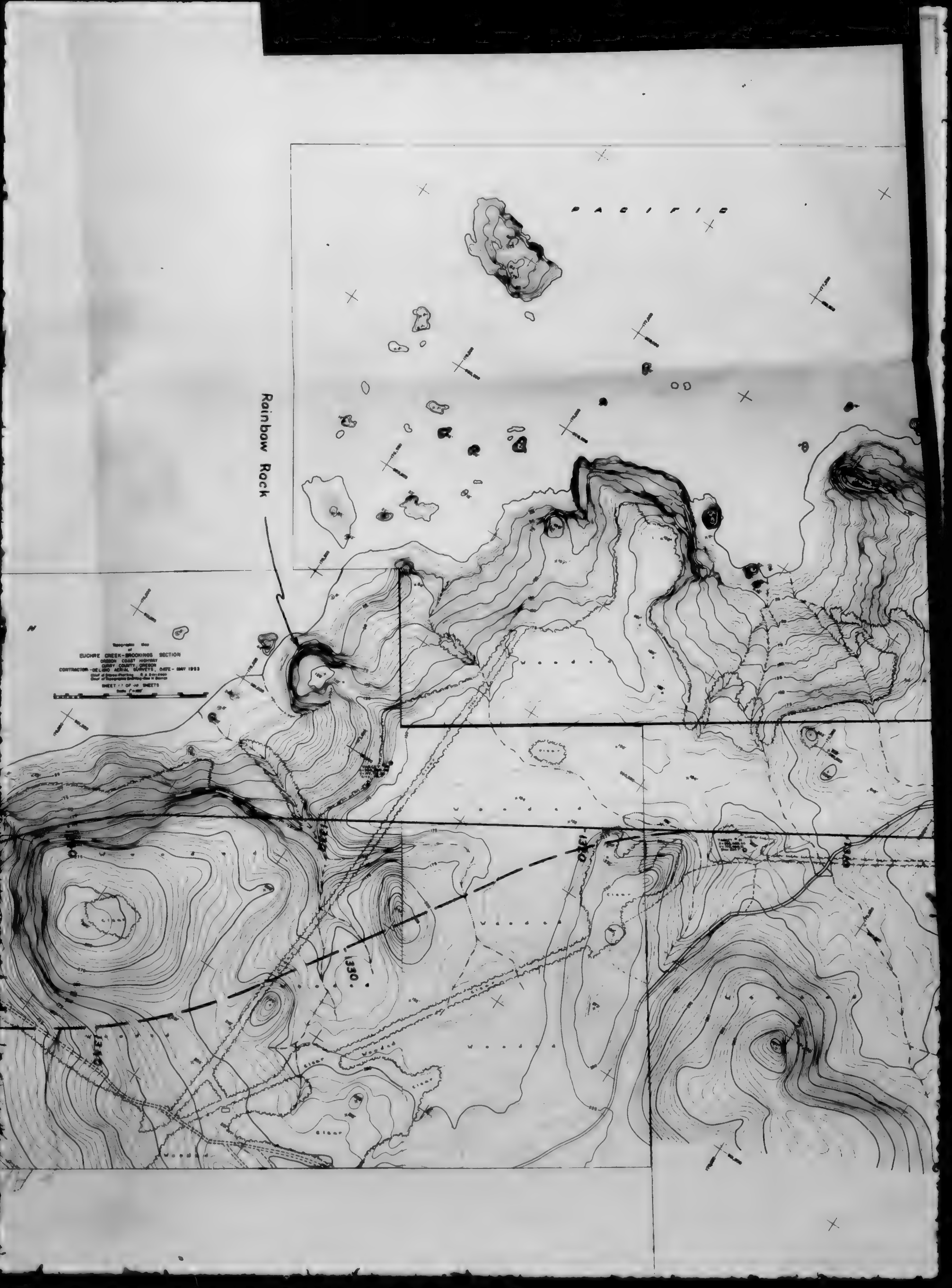
We intended to contact you after visiting the rock but were too late to catch you at the office. If you have any questions regarding this rock feel free to write.

Sincerely,

Len Ramp

Geologist.

LR/ams.
cc F. W. Libbey

Topographic Map
of
EUCHRE CREEK-BROOKINGS SECTION
OREGON COAST HIGHWAY
CURRY COUNTY, OREGON
CONTRACTOR-DELANO AERIAL SURVEYS, DATE-MAY 1953
SHEET 17 OF 40 SHEETS
Rainbow Rock
PACIFIC
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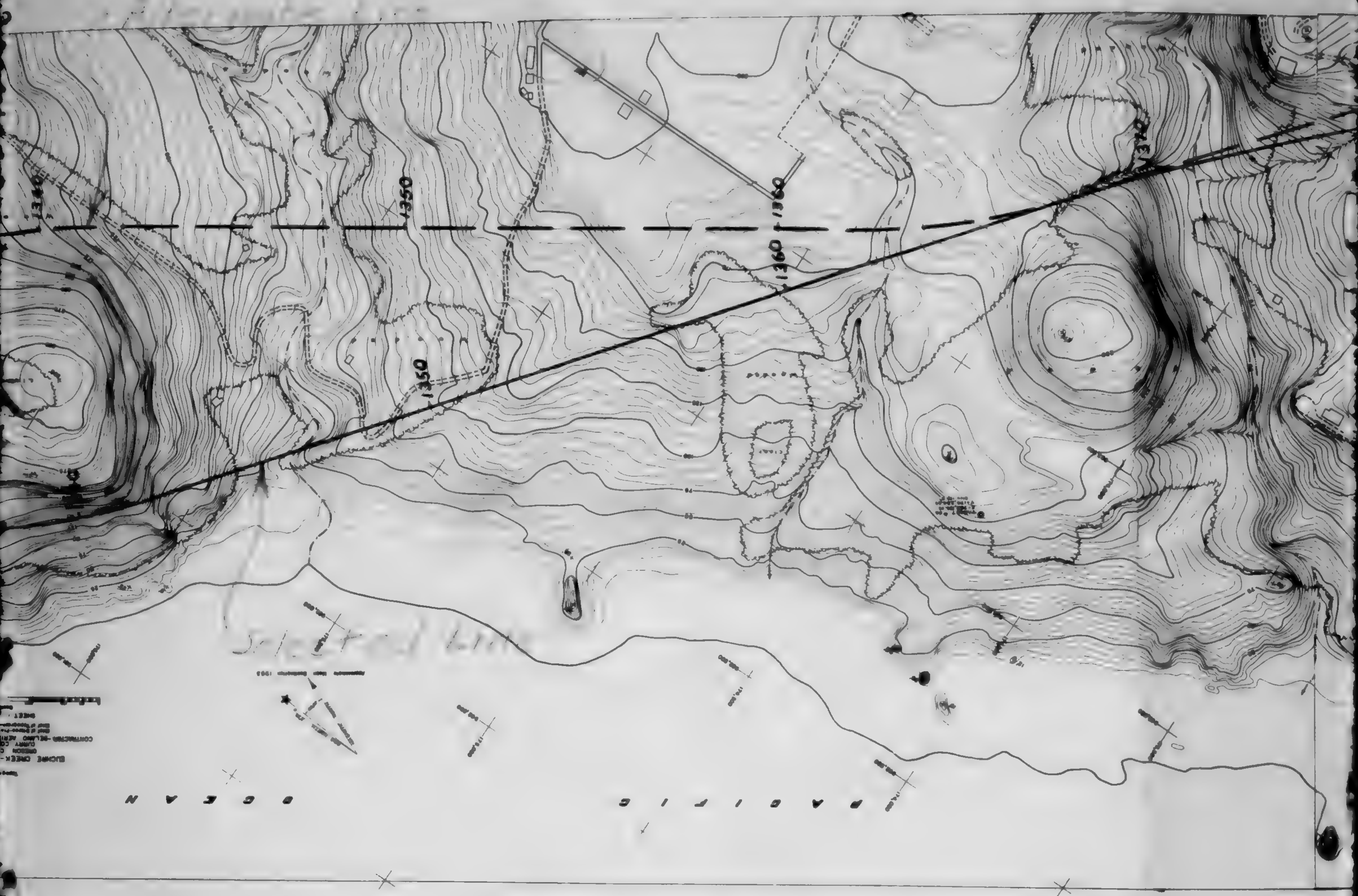
1340
N


Alternate Line
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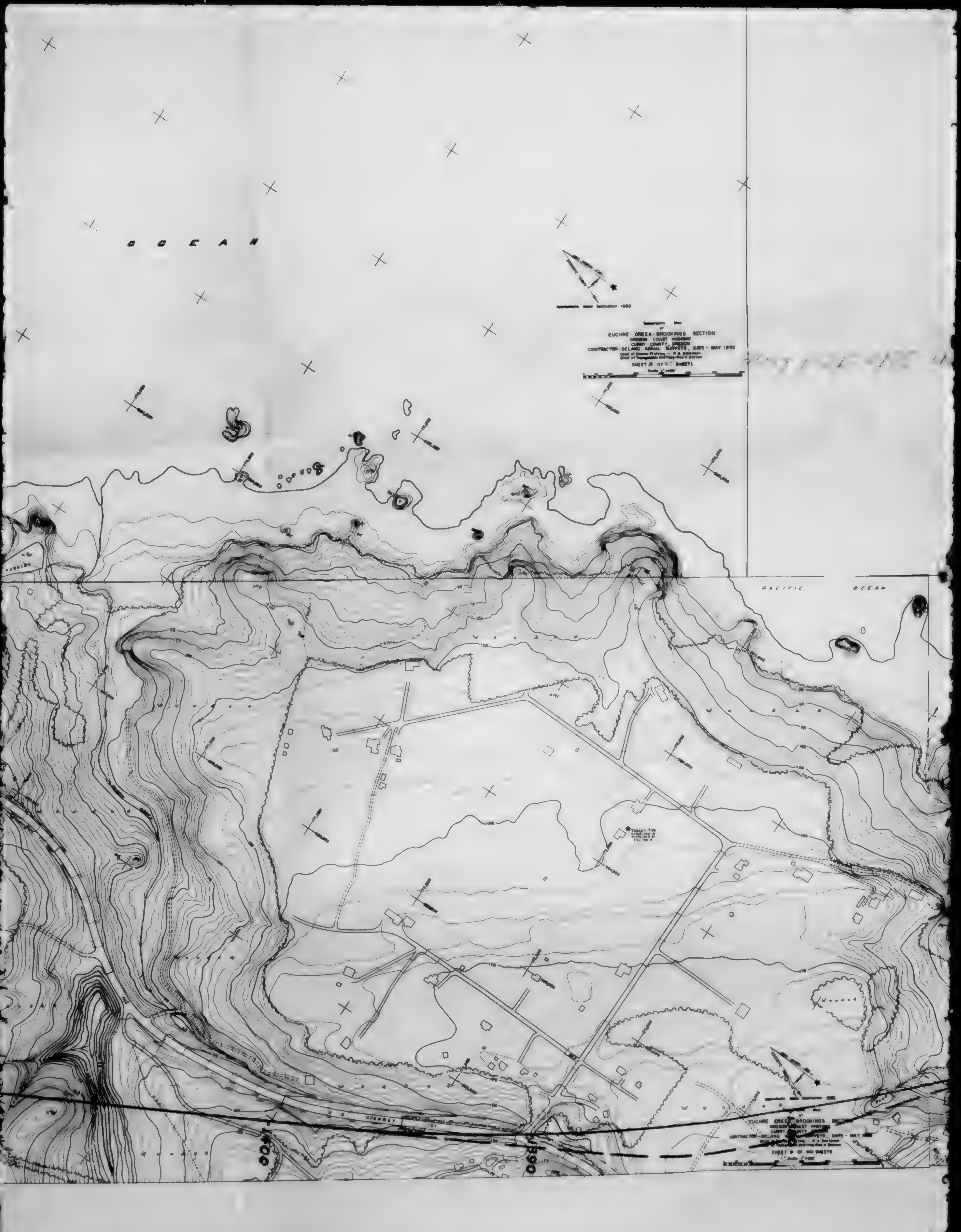
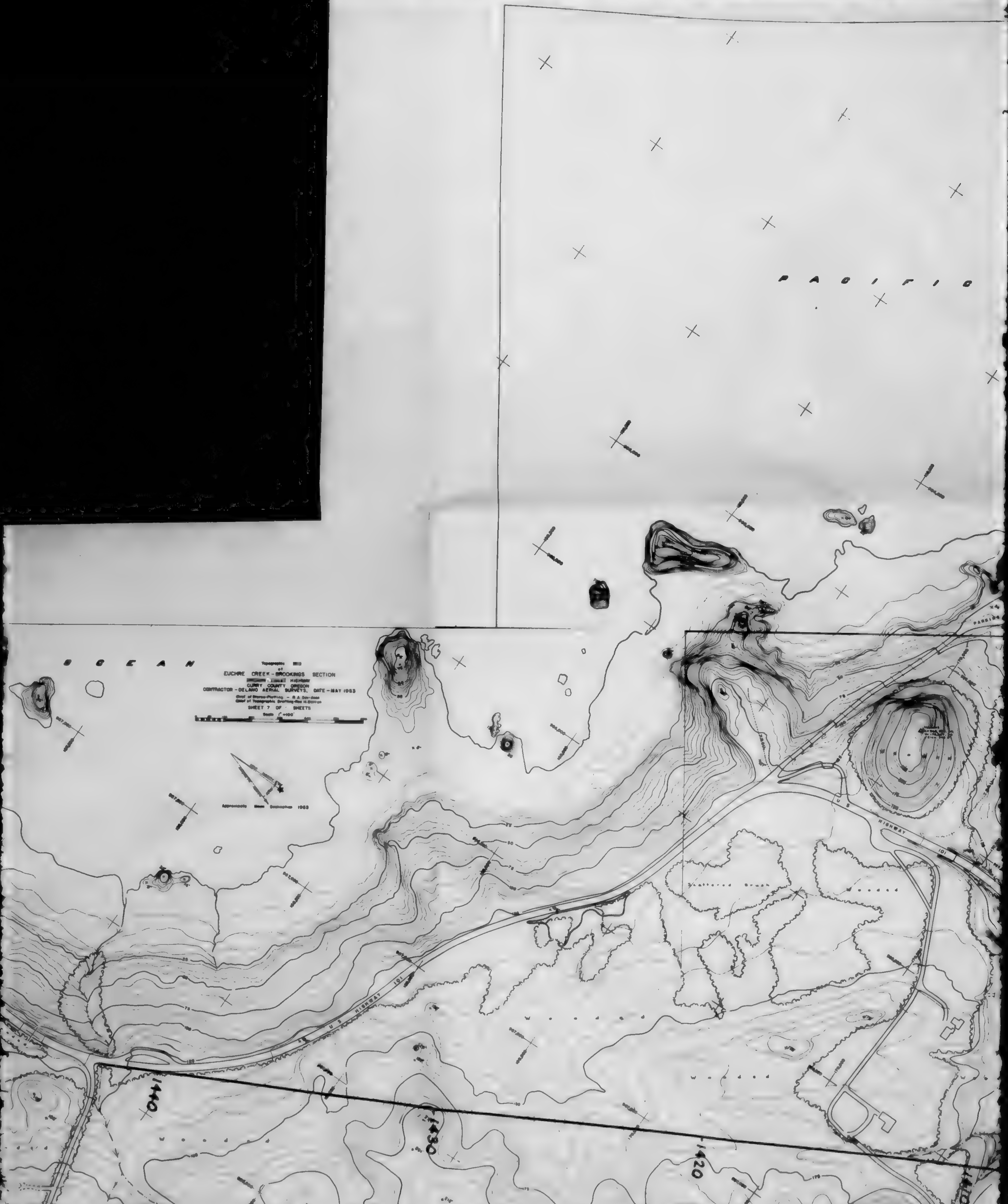
Selected Line
OCEAN
PACIFIC

RAINBOW ROCK VICINITY
CAPE FERRELO - BROOKINGS SECTION
OREGON COAST HIGHWAY
ALTERNATE LINES
VICINITY MAP

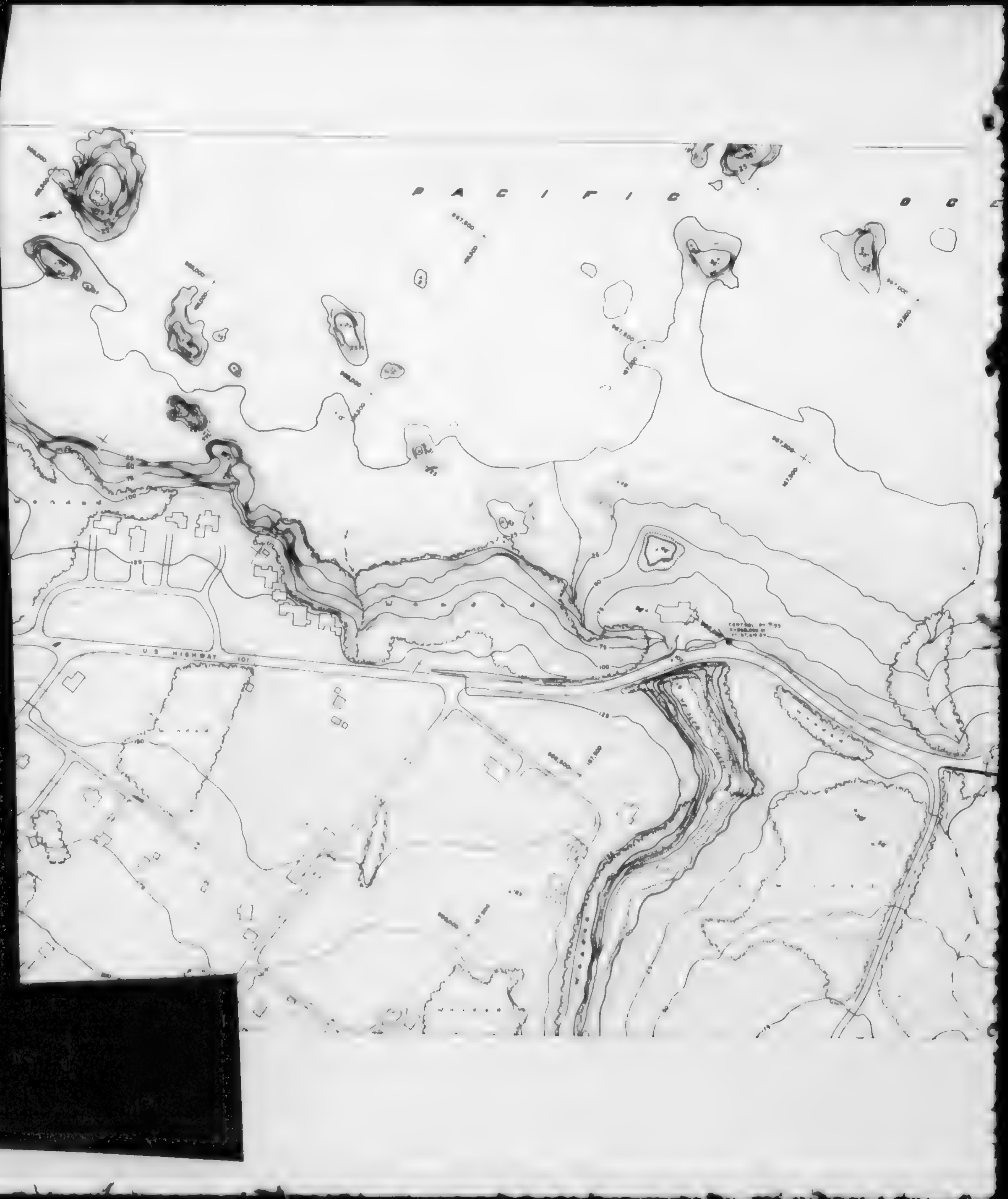
Scale: 1" = 400'

Alternate Line cost $200,000 greater than


OCEAN
PACIFIC OCEAN
Approximate Mean Declination 1963
Topographic Map
of
EUCHRE CREEK-BROOKINGS SECTION
OREGON COAST HIGHWAY
CURRY COUNTY, OREGON
CONTRACTOR-DELANO AERIAL SURVEYS, DATE - MAY 1963
Chief of Stereo-Plotting - R A Davidson
Chief of Topographic Drafting-Geo H Barron
SHEET 8 OF 92 SHEETS
Scale 1"=100'
U.S. HIGHWAY 101
1890
1900
EUCHRE CREEK-BROOKINGS SECTION
OREGON COAST HIGHWAY
CURRY COUNTY
CONTRACTOR-DELANO AERIAL SURVEYS, DATE - MAY 1963
SHEET 9 OF 90 SHEETS


PACIFIC
OCEAN
U.S. HIGHWAY 101
1410
1420
1430
1440
Approximate Mean Declination 1953

Topographic Map
of
EUCHRE CREEK - BROOKINGS SECTION
[illegible] HIGHWAY
CURRY COUNTY OREGON
CONTRACTOR - DELANO AERIAL SURVEYS, DATE - MAY 1953
Chief of Stereo-Plotting - R A Davidson
Chief of Topographic Drafting - [illegible]
SHEET 7 OF SHEETS
Scale 1" = 100'


P A C I F I C   O C E
U S HIGHWAY 101
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50
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125

RECEIVED
JAN 20 1958
FOR FILING

5094

January 17, 1958

Peter Kiewit Sons' Company
445 East Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, accepted your proposal for grading the Cape Ferrelo-Brookings Section on the Oregon Coast Highway in Curry County for the sum of $1,650,945.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5094.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

jcc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

RECEIVED
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2-41

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

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S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 17, 1958

Peter Kiewit Sons' Company
405 East Main Street
Medford, Oregon

Contract for grading Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County for which you submitted low bid on December 5, 1957 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM'

cc: Accounting
Files ✓
C. W. Head

FILING
OREGON DISTRICT
5094 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

January 17, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project HF-124(11), Cape Ferello-Brookings Section of the Oregon Coast Highway, we hereby concur as of this date in award of Contract No. 5094 to Peter Kiewit Sons' Company of Medford, Oregon, low bidder in the amount of $1,056,025.00 at the December 5, 1957 bid opening.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

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JAN 17 1958

FOR FILING

BF-124(11)

5014

January 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Cape Ferrelo-Brookings Section of the Oregon Coast Highway in Curry County, Project BF-124(11), to Peter Kiewit Sons' Co. of Medford, Oregon, on the basis of the bid of $1,056,025.00 submitted on December 5, 1957.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

R

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BF [illegible]

5094

STATE HIGHWAY COMMISSION MEETING

HELD ON JANUARY 16, 1958

AGENDA ITEM 5i

WILLIAMS — Item i, I don't believe that Mr. Dana was thoroughly familiar with conditions at this Brady property which is known as Rainbow Rock. We have two alternate routings, neither one of them could we see with any particular damage to Mr. Brady's property. The alternate routing costs $200,000 more than the other one, besides a little longer and a little higher summit. Well the whole property we have appraised the taking through there which seems very high at that, at $13,000. In fact Mr. Brady bought this property just a very few years ago with dense holdings for $15,000. Mr. Dana as you know requested we change the routing. You already called bids. The contract is being awarded this week. We have been held up while we condemned this property. File condemnation against Mr. Brady offering him $13,500. Certainly we will not go back and change the line and run it away around the backwood hills there merely to keep it away from this so-called picturesque cliff. I recommend that we tell Mr. -- he asked Mr. Dana, as you will note from Mr. Dana's letter that this be confirmed by Commission letter. So it is up to you.

REYNOLDS — If there are no objections, ask you to advise Mr. Dana of the true circumstances and the impossibility and certainly the inadvisability of changing it at the present time. There is nothing else you can do. Give him the facts.

WILLIAMS — No, no. We are not going to spend $200,000 for an inferior line.

REYNOLDS — You will write the proper letter and give him.

MCIVER — Charlie, is this something that comes from Dana, I notice you've got the Recreational and Natural Resources Committee.

WILLIAMS — As a citizen. He went down there, met Mr. Brady personally. Mr. Brady has written everybody in the State of Oregon and the United States, even the Governor and all the senators, even the mayor of Salem was bringing one of his letters up to me one day. Armstrong has had dozens of letters for two or three years. He is just a fanatic on this particular thing. He finally got Mr. -- cornered Mr. Dana when he was down at his home in Brookings, and run him up there, and Mr. Dana thought it was a nice looking place and said we should go around behind it.

ARMSTRONG — I had in mind to have Mr. Coons look over this route when he was down there not too long ago as to what he believes the (can't understand)

WILLIAMS — The Right of Way Department had an appraiser down there and he couldn't see that the property was devaluated at all (voice drops too low)

MCIVER — I wondered why it was brought in as Chairman of the Recreational and Natural Resources of the Portland Chamber of Commerce? Is the Chamber of Commerce or their committee in anywise connected with this?

WILLIAMS — He is Chairman of this, so he signed himself as Chairman of the Recreational and Natural Resources Committee. The letter does not -- he just says that on such and such a date he went with W. H. Brady of Brookings, Oregon, to his property and made an investigation and he wound up by recommending that we go around.

MCIVER May I ask that you send me a copy of the letter that you send him. I would like to write him one of my own. That you send the Chamber.

WILLIAMS He mentions in his letter, you might know him Mr. McIver, he mentions K. S. Mac Lain, Vice President of the U.S. National Bank. Now Mr. Brady had made numerous complaints and representations to Mr. MacLain. I think Mr. MacLain probably passed it on to Mr. Dana, knowing that Mr. Dana was down in that. I don't know whether this Mr. MacLain has any connection with this association you are talking about here.

REYNOLDS I think Mr. McIver would like to see the original of the letter too just briefly if he may..

WILLIAMS We sent that -- it went to you on January 8.

REYNOLDS Want to see the original letter right now.

WILLIAMS Oh, right now.

MCIVER No, send me a copy of that with the other one you send.

REYNOLDS Oh, I thought you wanted to see how he signed it.

WILLIAMS He signed it as Chairman of that committee.

MCIVER He did.

REYNOLDS On their letter head.

GLAISYER Here is a copy of it.

REYNOLDS We have a copy of it.

WILLIAMS I think it was on bank stationery.--The original. I have a copy of it.

GLAISYER The letter he sent to me was one of those verafax copies. He does not have any letterhead.

WILLIAMS The original went to Armstrong and I don't know what letterhead it was written on. I thought it was bank stationery.

GLAISYER The original is on plain paper.

WILLIAMS The original was on plain paper.

MCIVER It is written on United States National Bank Stationery, Marshall Dana, Assistant to the President, and it is signed Marshall Dana, Chairman of the Recreational and Natural Resources, Chamber of Commerce.

GLAISYER My copy of it is plain. It must have been made from a copy.

WILLIAMS Well, that don't print. That stuff don't print. O.K. we shall prepare such.

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FEB 4 - 1958
FOR FILING
1/16/58

EF-12400

5094

AGENDA
JAN 16 1958
5-i
5-i

January 8, 1957

Mr. Marshall N. Dana
Chairman
Recreational and Natural Resources
Committee: Portland Chamber of Commerce
U. S. National Bank Building
Portland, Oregon

Dear Mr. Dana:

As requested in your letter of January 4, 1958, which I have just received, I shall bring to the attention of the members of the State Highway Commission your letter of the same date directed to Mr. C. H. Armstrong, State Parks Superintendent, concerning your personal feelings with respect to the Brady property at Brookings across which it is proposed to relocate the Oregon Coast Highway.

In your letter you asked that you be furnished a supply of fifty of the new 1958 state highway maps when they become available. I am making a note of your request and will be glad to see that you receive the requested number of maps when they have been printed. I am told that they should be ready for distribution some time during the early part of April.

Thanking you very much for the kind thoughts expressed in the last paragraph of your letter and expressing the hope that you too may enjoy the best of health throughout the coming year and that it will be full of happiness, I remain,

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Commissioners
W. C. Williams
C. H. Armstrong

M

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

MARSHALL N. DANA
ASSISTANT TO THE PRESIDENT

January 4, 1958

Dear Herb:

The enclosed copy of a letter addressed to State Parks Superintendent Armstrong is for the attention of the State Highway Commission and for your record.

In the meantime, I am again a candidate for fifty 1958 new state highway maps when they are available. You have been very kind and generous in the past in providing these maps which are distributed to my colleagues at the U. S. National Bank, and to others.

May I wish for you in the year to come, and in the friendliest way, the best of health and every rewarding experience. I've always had a soft spot for Herb Glaisyer.

Sincerely,

Marshall

Mr. Herb Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JAN 8 1958
OREGON
STATE HIGHWAY COMMISSION

cc: [illegible]
cc: W. H. [illegible]
cc: E. S. [illegible]
cc: Arnold [illegible]body

5 typed copies

January 4, 1958

Dear Mr. Armstrong:

On Monday, December 30, I accompanied W. H. Brady of Brookings, Oregon, to his property lying north of Harris State Park and abutting the Samuel H. Boardman Memorial State Park on the shore of the Pacific Ocean at Rainbow Rock.

Mr. Brady had made numerous representations to E. S. McClain, Vice President of the United States National Bank, and to me, protesting the route of the projected highway across his property along the ocean shore between Brookings and Gold Beach. He had insisted that the routing selected by the locating engineer is a location for an elaborate resort development on the headland at that point.

My own findings are as follows:

1. The designated route across the Brady property would result in cutting the front of the headland down to about half its present height.

2. The highway, thus, would be located below the top of the cliff and above Rainbow Rock.

3. Serious handicap would be imposed by the development of the presently proposed route.

4. Rainbow Rock, which is a unique feature, would be subordinated as a geological object and as a point of interest for sight-seers.

5. It appeared to me as a layman that to swing the highway eastward and at the rear of the headland

would not entail greater distance, would not involve as heavy a movement of material as along the present route, and would not damage the property for future development. (I understand that an alternate survey was made.)

6. Mr. Brady authorized me to state that in consideration of the slight deviation from the presently designated route, he would donate to the state for park purposes, and as a part of the Samuel H. Boardman Memorial State Park, all of the ocean frontage of his property including Rainbow Rock. In my judgment, this would be a valuable acquisition.

   Mr. Brady also assures me that he will interpose no further objection to the construction of the highway across his property if the alternate route is followed.

7. I recommend that this question, the rerouting of the highway across the Brady property, and the acceptance of the ocean frontage of the Brady property be referred to the State Highway Commission, and that it be considered at the policy level.

8. My connection with this project rises from the chairmanship of the Recreational and Natural Resources Committee of the Portland Chamber of Commerce, and from cooperative activities with the study of the entire Pacific Shore now being conducted by the National Park Service, and cooperative activities connected therewith on the part of the Oregon Coast Association.

Sincerely,

Marshall N. Dana

Chairman
Recreational and Natural Resources
Committee: Portland Chamber of Commerce

Mr. C. H. Armstrong
Parks Superintendent
State Highway Commission
Salem, Oregon

P.S. B. A. Martin, local engineer of the State Highway Department, to whom you forwarded a suggestion that he might accompany Mr. Brady and me, did not do so. It was reported that he was out of the area at the time.

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R

Salem, Oregon
January 2, 1958

Fill slopes, US101 northerly
from Cape Ferrelo

Mr. Tom Edwards
Construction Engineer
Department

It has come to my attention that the fill slopes as designed where the section of US101 is relocated northerly from Cape Ferrelo are partly on a straight 1½:1 basis and partly 1½:1 benched. I believe there are several quite high fills in the area. Please have your soils people review the design, giving careful attention to existing subsoils to be sure that our design is stable. A written report should be made, including any recommendations for change.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. G. S. Paxson

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FEB 13 1958
FOR FILING

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Cont No 5094

Salem, Oregon
January 2, 1958

Fill slopes, US101 northerly
from Cape Ferrelo

Mr. Tom Edwards
Construction Engineer
Department

It has come to my attention that the fill slopes as designed where the section of US101 is relocated northerly from Cape Ferrelo are partly on a straight 1½:1 basis and partly 1½:1 benched. I believe there are several quite high fills in the area. Please have your soils people review the design, giving careful attention to existing subsoils to be sure that our design is stable. A written report should be made, including any recommendations for change.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. G. S. Paxson

NOTED
FORREST COOPER

This matter has been investigated by Young - Decker & W.C. Hill, and reports issued which indicate fills are stable as designed.

Edwards

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DEC 17 1957
FOR FILING

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[illegible]

December 16, 1957

[illegible]

Mr. Fred W. Flynn
Commissioner
Curry County Court
Gold Beach, Oregon

Dear Mr. Flynn:

In reply to your letter of November 27, 1957, regarding county road connections to our relocated highway, US101, north of Brookings, we have let a contract on the Cape Ferrelo-Brookings Section and have issued orders that the county road connection at Station 1351 should be included in this contract.

The county road connection at Station 1190 will be included in our plans for a future contract.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. F. D. Morgan

Mr. Morgan:
Please have resident engineer contact County and place approach as desired.

D. O. BREEDLOVE, COMMISSIONER
SIXES, OREGON

GUY H. FORSYTH, JUDGE
GOLD BEACH, OREGON

FRED W. FLYNN, COMMISSIONER
BROOKINGS, OREGON

CURRY COUNTY COURT
GOLD BEACH, OREGON

November 27, 1957

PLEASE RETURN TO
FORREST COOPER

State Highway Department
Mr. Forrest Cooper
Deputy State Highway Engineer
Salem, Oregon

Dear Mr. Cooper:

We have been making arrangements with B. A. Martin, engineer, for two county road connections on the new relocated project of higheay 101 between Brookings and Cape Ferrello.

These connections ought to be made at the approximate station 1190 which traverses the Skinner property and at approximately station 1351 through the Long Acre property.

Will you kindly advise your engineering department in Brookings to complete the surveys to complete these connections.

Thank you for your attention in this matter.

Yours very truly,

CURRY COUNTY COURT

Fred W. Flynn

By-Fred W. Flynn,
Commissioner

FWF:mm
cc: B. A. Martin
Brookings, Oregon

RECEIVED
DEC 2 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 16 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 13, 1957

Mr. W. H. Brady
Brookings
Oregon

Dear Mr. Brady:

I have your letter of November 28th and others, which I will attempt to answer. Last month when my assistant, Mr. H. C. Dunlap, was in Brookings he advised me that he attempted to call on you, but you were not at home. He left word with someone whom he hoped would transfer the information to you that he had called. I am very sorry that he was not able to see you.

Insofar as the location of the highway North of Brookings, it is a matter that is difficult from your standpoint I know. While the engineers attempt to give all consideration possible to the points of natural interest, all do not see them alike. Then, too, the matter of locating a road satisfactory from the highway standpoint means that they cannot wiggle around, as we used to term it, to avoid some either expensive construction or to save some feature which is of interest. They have the advice of Landscape Architects, but even so it is often impossible to do some of the things they would very much like to do. I am sure every one of them would be pleased to not disturb your rainbow rock or other points of interest. They believe in retaining everything possible just as much as you do. It is a matter of balancing values. The tangible values are easy but the intangible or speculative ones are a problem.

I hope, in the end, the over-all picture will be taken care of.

Very truly yours,

C. H. Armstrong
State Parks Superintendent

CHA:AJ
cc Otis V. Jensen
W. C. Williams

E. A. Martin
Brookings

RECEIVED
DEC 16 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 13 1957
FOR FILING

December 13, 1957

Mr. W. H. Brady
Brookings, Oregon

Dear Mr. Brady:

In reply to your letter of November 23, I wish to advise that the location of the right of way through your property is the same as was recently shown to you by our right-of-way agent, Mr. Riley.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:me fn

Brookings, Oregon.
Nov. 23rd. 1957.

MR. W. C. WILLIAMS,
State Highway Engineer,
Salem, Oregon.

DEAR MR. WILLIAMS:

I have heard, indirectly, that you are now going around behind my RAINBOW ROCK PARKLIKE TRACT, with the new re-routed Highway 101, on the landward side of this very Scenic Resort Property.

You of course know that it will be music to my ears, if and when this good news becomes authentic, as this is, unmistakably one of the very few, most Scenic Spots available on the Beautiful Blue Pacific, on the Coast of Oregon, for some very high class Resort Developement, if left unmolested in its entirety, by any new highway.

I have not the slightest doubt, but that you will be highly commended, by generations, yet unborn, in saving this Parklike Tract, from destruction, and I am sure that throughout your span of life, you should get much satisfaction in the thoughts of having saved, from destruction one of our very few remaining Beautiful Resort Sites.

I need not tell you, that we have a very unfavorable economy situation in Oregon, and very especially here in the Southwestern corner of the State, and our greatest asset here in Oregon, is our unsurpassed, natural scenery, and Waterfront Resort Enterprises, on the Shore of the Beautiful Blue Pacific, will do more to bolster our unfavorable economy situation, than any one thing yet promoted in the State of Oregon.

No one need be even a little bit smart to realize that my Beautiful Parklike Cliff, " if left unmolested in its entirety ", is without doubt one of the very few most Beautiful Sites on the Coast of Oregon, for some, " out of this world Resort Developement ", that would include a Swanky Lodge, or other appropriately named Hostelry, a Project that could become a Nationally known Landmark in but a very short space of time, and such developement will become a reality, likely much sooner than you may think.

I sincerely trust that the Oregon State Highway Department, and the Oregon State Parks Department will co-operate with me, thank you.

Yours very truly,

W. H. BRADY.

c.c.
C. H. ARMSTRONG.
Parks Superintendent.

OCTOBER 24th. 1957.

VALUE PLACID ON RECREATION.

"It is hard to put a, " firm dollar ", value on our recreational assets when it comes to OREGON developement ", Ralph H. Millsap, Portland General Electric Company Vice-President, told members of the Agenda Club Tuesday.

Availability of outdoor recreation is a big factor in the expansion of Industry, Millsap pointed out. This recreation factor will grow in importance each year, taking its place with market source, raw materials and the other economic points in determining industrial location, he predicted.

Millsap told of PGE's recreation program, which includes nine Parks and campgrounds completed or under construction.

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 8th, 1957

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

— data ret'd to Constr Dept.

Data re Rainbow Rock alternate locations is attached. Facts are as follows:

1. Lines (selected and alternate) are common at Stations 1315 and 1365.

2. Alternate line construction cost is $165,000 greater.

3. Alternate line right of way cost is $35,000 greater.

4. Total cost of alternate line is $200,000 greater.

5. From Station 1365 to Brookings there are two projections; the one selected is $225,000 total cost cheaper.

6. The lines and grades are common at Station 1365, south of Rainbow Rock, and the difference in cost or alternate selection beyond that point have no bearing on the Rainbow Rock controversy.

Tom Edwards
Construction Engineer

TE:AR
Enc.

NOTED
ORREST COOPER

RECEIVED
OCT 8 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 13 1957
FOR FILING

May 10, 1957

Mr. W. H. Brady
Brookings
Oregon

Dear Mr. Brady:

In the matter of the relocation of Highway US101 in the vicinity of Rainbow Rock, advise that I am not in a position at this time to give you any further information than did Mr. Baldock in his letters addressed to you under dates of July 17, 1952 and August 20, 1953. We have not prosecuted the survey of this section, in accordance with Mr. Baldock's letter of August 20, 1953 in which he stated in the last paragraph: "This section of the highway will not be improved in the next five years, and it is possible that no definite decision will be made until moneys for the construction are available."

There is now a possibility that the current Legislature will provide a bond issue to finance construction of the Brookings-Gold Beach Section and, if it does, we will expedite the making of the location survey.

At such time as the surveys have been started and sufficient progress has been made to determine any tentative location, we will arrange to contact you.

Mr. B. A. Martin will be in charge of the survey, if made, and by a copy of this letter I will ask Mr. Martin to contact you so that the matter may be discussed in detail when and if the surveys have progressed to a stage where any determination can be made.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Mr. B. A. Martin
bc Mr. Forrest Cooper
Mr. Tom Edwards

[illegible]
W. C. WILLIAMS

Brookings, Oregon.
May 7th. 1957.

MR. W. C. WILLIAMS,
State Highway Engineer,
Salem, Oregon.

DEAR MR. WILLIAMS:

The first time you are in Brookings, Oregon, when you can spare a little time, I would very greatly appreciate the opportunity to show you over my Parklike Tract of O'cean Frontage Property, on Tanbark Point, on Chetco Cove, and I am out there working nearly every day, between eight O'clock in the morning until about three thirty in the afternoon.

This is a spot that many persons, from both, near and far away places are discovering, and nearly 100% of the many people from, both near and faraway places, who see the property for the first time, their first question is, " is this a Park ", and I am particularily anxious to show you this spot, because of the fact, that all the hard work I have been doing out there for a very long time, assisting Nature make a Beautiful Spot, more Beautiful, is but a very small sample of my elaborate plans for Landscaping RAINBOW ROCK TRACT, if I can have your co-operation, in leaving Rainbow Rock Tract, unmolested by the new re-routed highway 101, and leave this Beautiful Site for a Swanky Lodge, Inn, or other appropriately named Hostelry, on the Waterfront, that could undoubtedly, in that particular spot, become a Nationally known Landmark in but a very short time.

Both, Oregon State Highway Department, and the Oregon State Parks Department, have been very well aware of my endeavours, during these past nearly eleven years, to interest some large Hostelry Organization in that Beautiful Site, and at long last, I am encouraged, as I am in touch with a very large Chain Hotel Organization, who are the very first Organization who have shown any interest in that site for a Swanky Hostelry.

Of all the people I have contacted the past nearly eleven years, " and there are many ", who are lovers of Oregon's Natural Scenic Beauty Spots, I have yet to discover one single person, who thinks it is necessary, to utterly ruin my Beautiful Parklike, " RAINBOW ROCK TRACT ", with a re-routed Highway 101, through, or over any portion of that property, other than the South-East Corner.

I feel very confident, that if you will make a study of this site, you will have to admit, that this site is a very unique one, for the finest, Waterfront Hostelry, on the Beautiful Blue Pacific, if unmolested by a re-routed Highway 101, and if I am successful in promoting such developement, that will be the greatest boon to the developement of a Valued Tourist Industry, of anything promoted up to this time, a project that would benefit every Citizen in the State of Oregon, indirectly, if not directly.

#2.

For over a year, I have been accumulating many kinds of, flowering Shrubs, Plants, and Trees, to take up to Rainbow Rock, to Landscape, both sides of a beautiful drive, from, " where I would like to see the new re-routed highway 101 ", and my suggested site for a Swanky Waterfront Hostelry, and since early this year, I have been in touch with a man with power equipment, and who I expect to, lay out and build a scenic drive, properly banked on a necessary slight curve, in order to avoid, more than a slight grade.

I am very hopeful of being able to get a Represenative of the Chain Hotel Organization out here soon from the Atlantic Coast, to make a study of Rainbow Rock Tract, and what I believe to be a very wonderful opportunity for them to have a Swanky Lodge, or Inn, on the Beautiful Blue Pacific Waterfront, to tie in with their chain of Hotels, and which I am convinced, would soon become one of their most important Hostelries, as there is so very many opportunities for economical developement of grounds on that property, to make it one of the few most beautiful spots on the Blue Pacific.

I am going to keep right after my Hotel Organization contact, as I feel very confident that they are going to become interested, and I sincerely hope that you will co-operate with me, and leave my Rainbow Rock Tract unmolested with the new re-routed highway 101, and also provide us with a scenic, beautiful access to the Highway, from my proposed Hostelry site, and if I am successful in my endeavours, and I believe I will be, then I am quite sure that you can look back in years to come, and be glad that you too, had seen the great necessity for Waterfront Resort Enterprises on the Coast of Oregon, if we are ever going to develope a valued tourist Industry, which I think, can in but a few short years time, become our number one Industry, with the Lumber Industry trailing closely behind.

Thanking you in anticipation, and trusting that I will have an opportunity to meet you at an early date, I am,

Yours very truly,

W H Brady

W. H. BRADY.

RECEIVED
MAY 9 1957
OREGON
STATE HIGHWAY COMMISSION

Mr. Baldock
never did contact
me - W.H.B.

COPY.

OREGON
STATE HIGHWAY DEPARTMENT.

Salem, Oregon.
August 20th. 1953.

Mr. W. H. Brady,
Brookings, Oregon.

Dear Mr. Brady:

I have your letter of August 4th. and I am sorry that at this time I can give you very little additional information than that furnished to you in my letter of July 17th. 1952.

We have completed the aerial survey between Gold Beach and Brookings and are working when time and personnel are available, on the projection of a location between the two points.

The section between Pistol River and Brookings is not included for improvement in the State Highway Commission's, current five year program.

We are giving survey priority to projects included in the five-year program, and for this reason it may be quite some time before we have completed our studies between Pistol River and Brookings.

At the present time I can advise you that we are considering two alternate routes at Rainbow Rock, one of which would be on the O'cean side and one on the landward side.

Our studies have not progressed to the point where I can advise you at this time as to what the ultimate results of the survey will indicate.

From present indications, this section of the highway will not be improved within the next five years, and it is possible that no definite decision will be made until moneys for the construction are available.

Very truly yours,

R. H. BALDOCK.
State Highway Engineer.

COPY

C O P Y .

Oregon State Highway Department,

Salem, Oregon.

July 17th. 1952.

W. H. Brady,
Brookings, Oregon.

Dear Mr. Brady:

I have just returned from a rather extended vacation trip, during which time I visited in Europe, and trust that you will pardon my delay in answering.

I have read your various letters to Mr. Armstrong and the two you addressed to me, relative to your Rainbow Rock Property.

Please be advised that we are now engaged in making an aerial survey of the location of U.S. 101 along this portion of the Oregon Coast, and as soon as we have before us the topographic maps which this aerial survey will produce, will be glad to discuss the matter further with you.

It will probably be six months or more before this data is at hand.

It would do little good to have a meeting before the full information is available.

You can rest assured that we want to do all we can to preserve the scenic beauty of our incomparable Oregon Coast, and we are interested in seeing the type of hotel that you mention built.

Very Truly Yours,

R. H. BALDOCK, Engineer.

COPY

-14 DEPARTMENT OF COMMERCE
.27.53)

TRANSMITTAL SLIP

DA -9-57	
TO: W C Williams	REF. NO. (If any)
FROM: C F Folk	REF. NO. (If any)

ACTION

☐ NOTE AND FILE
☐ NOTE AND RETURN TO ME
☐ RETURN WITH MORE DETAILS
☐ NOTE AND SEE ME ABOUT THIS
☐ PLEASE ANSWER
☐ FOR YOUR APPROVAL
☐ PER OUR CONVERSATION
☐ PREPARE REPLY FOR MY SIGNATURE
☐ TAKE APPROPRIATE ACTION
☐ PER YOUR REQUEST
☐ SIGNATURE
☐ FOR YOUR INFORMATION
☐ INVESTIGATE AND REPORT

COMMENTS:
For your information and records there is attached a copy of an exchange of letters between W H Brady and our Mr French relative to construction of US 101 in Curry County

COMM-DC-3822

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er 5, 1957

f December 2.

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Primary Highway System, construction
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nitiated by the State and their lo-
d to our Division Engineer, (in this
Building, Salem, Oregon) for approval.

Upon receipt of such approval by the State, they are authorized to proceed with advertising for bids.

During the course of construction periodic inspection of the contractor's operations are made by a representative of our division office to see that plans are being carried out in accordance with provisions of the approved plans and specifications.

Sometimes in reconstructing an existing route on a new location which will best serve and afford greater safety to the travelling public, some disturbance of the natural scenery will unavoidably result. Every effort we believe is made to keep this at a minimum and we can assure you that this factor is given serious consideration. The original road as we recall resulted in considerable scar to the landscape in your area but with passage of time the scar was absorbed in the landscape, and the road permitted many people to enjoy that unsurpassed portion of Oregon which they might otherwise never have seen.

Thank you for your interest in this matter.

Very truly yours,

B.M. FRENCH
Regional Engineer

Cove, and thereby realize [illegible]

December 5, 1957

Mr. W.E. Brady
Brookings,
Oregon

Dear Mr. Brady:

Thank you for your letter of December 2.

The only roads in Oregon eligible for 90% Federal participation in the cost of construction are those in the Interstate Highway System, which in Oregon comprise U.S. 99 and U.S. 30 between the Idaho line and Portland, totalling some 717 miles in length.

U.S. 101 being on a Federal Primary Highway System, construction projects on that route are eligible for Primary Federal-aid funds which in Oregon participate to the extent of 61.93%. Preliminary engineer, right of way and construction costs are eligible for participation.

Federal Aid projects are initiated by the State and their location and design details presented to our Division Engineer, (in this case Mr. C.G. Polk, State Highway Building, Salem, Oregon) for approval.

Upon receipt of such approval by the State, they are authorized to proceed with advertising for bids.

During the course of construction periodic inspection of the contractor's operations are made by a representative of our division office to see that plans are being carried out in accordance with provisions of the approved plans and specifications.

Sometimes in reconstructing an existing route on a new location which will best serve and afford greater safety to the travelling public, some disturbance of the natural scenery will unavoidably result. Every effort we believe is made to keep this at a minimum and we can assure you that this factor is given serious consideration. The original road as we recall resulted in considerable scar to the landscape in your area but with passage of time the scar was absorbed in the landscape, and the road permitted many people to enjoy that unsurpassed portion of Oregon which they might otherwise never have seen.

Thank you for your interest in this matter.

Very truly yours,

B.M. FRENCH
Regional Engineer

REFERRED TO
Cooper
By State Highway Engineer

Brookings, Oregon.
Dec. 2nd. 1957.

MR. BAIRD M. FRENCH,
Regional Engineer, U.S. Bureau of Public Roads,
Morgan Bldg.
Portland, Oregon.

DEAR MR. FRENCH:

It is my understanding, that our Federal Government is footing the bill for over ninety per cent of the cost of the construction of our new re-routed highway 101, here in Curry County, and I will thank you to advise me by return mail, as to whether you have any supervision over the Oregon State Highway Department, in the planning of this new highway, the construction, engineering, and last but not least, avoiding the destruction of our greatest asset, " Our Unsurpassed Natural Scenery ".

Thanking you in anticipation, and awaiting your reply, I am,

Yours very truly,

W. H. BRADY.

NOTED
FORREST COOPER

RECEIVED

NOTED
FORREST COOPER

COPY

Brookings, Oregon.
Oct. 17th. 1957.

MR. C. H. ARMSTRONG,
State Parks Superintendent,
Salem, Oregon.

DEAR MR. ARMSTRONG:

I have for acknowledgement your letter of, Oct. 10th. for which please accept my thanks, however, I fear that you do not realize, that Rainbow Rock Tract can be economically landscaped into a more beautiful Spot, than any Park you have yet developed, if my BEAUTIFUL SCENIC CLIFF, is left unmolested in its entirety, by any new highway, and RAINBOW ROCK TRACT, can become a Nationally known Landmark, and second only to such famous spots as Butchart Gardens, in Victoria, B. C. all of which I fear you will **not** realize is true, unless and until, you are atop that Parklike Cliff, and be right on the ground, and close up to those most SCENIC Trees, with much of that NATURAL PARK, covered with Beautiful RHODODENDRONS, and AZALEAS, and ask yourself, how anyone who would dare call himself a Citizen of Oregon, could and would instigate the wrecking of one of OREGON'S few most Scenic Spots, left to be wrecked, and ruined, by proposing a Speedway around the face of that Parklike Cliff, on the O'cean Side of that Parklike Cliff.

Any man who would wear the banner, and call himself a Locating Engineer, and who would instigate the demolition of that Beautiful Parklike Cliff, is most assuredly ruthless, to say the least, and must surely have a mania for destroying Beautiful Scenery, and I am sure that you are very well aware of the fact, that, " might does not make right ".

You are very well aware of the fact that our proposed, new Highway, leaves the suburbs of the City of Brookings, Oregon, and not molesting any of the O'cean Frontage Property, until, they reach, W. H. BRADY'S, Beautiful Rainbow Rock Tract, the very first SCENIC Spot on the O'cean after leaving Brookings, and that most SCENIC SPOT, some person, or persons, seems intent on destroying, with no apparent thought of Posterity, or the Economy of Oregon, to say nothing about, having any respect for the property rights of the owner, who happens to be a lover of Oregon's Natural Scenic Spots, and believes in preserving them, and not DESTROYING them.

I am very sure that you must realize that no Hotel Organization, is going to spend upwards of a half million dollars on a Beautiful Hostelry, on Beautiful O'cean Frontage Property, and have a Highway between the Lodge and the O'cean, and you surely know that OREGON is in very desperate need of an Elaborate, WATERFRONT HOSTELRY, a developement that would be of benefit to every single Citizen in the State of Oregon, indirectly if not directly, " even including those that may have a mania for destroying beautiful sites ".

If it is not possible for you to come to Brookings, Oregon, and see what Nature and I have accomplished on Tanbark Point, on Chetco Cove, and thereby realize that is but a small sample of what Rainbow

#2.

Rock Tract will be like, if left unmolested in its entirety, by any new Highway, and go with me, over Rainbow Rock Tract, so that you can really see what a very wonderful opportunity for some, out of this World, Waterfront Resort Developement, that would include a Swanky Lodge, Inn, or other appropriately named Hostelry, and if it is not possible for you to take this brisk exercise, in the better interests of, The Oregon State Parks Department, and POSTERITY, then will you please send your Assistant, and Mr. Jensen, so that I can point out to them, quite a number of things, which I believe exceedingly important to the Oregon State Parks Department, and Posterity, matters that they can relate to you, for some immediate attention, all of which I hope Mr. W. C. Williams will also be glad to learn about, and I hope do, something about.

There are a lot of things that I will never be able to understand, relative to the workings of the Oregon State Highway Department, and the one thing in particular at the moment, that really knocks me for a loop, is the question of how anyone could get the job of locating Engineer, without first of all, remembering that it is the Taxpayers who provide the money to pay, and that if he had any consideration for the Taxpayers, he would stop, look, and listen, and realize that to be a good Citizen, he must do his bit for the economy of the State of Oregon, and our economy can be very substantially improved by, preserving, and conserving, our greatest asset, " our unsurpassed natural Scenic Spots ", and not ruthlessly, destroying Beautiful Scenic Sites, that can be developed, and add much to our coffers, with Waterfront Developement, that would be the greatest boon to the developement of a, " much needed ", valued Tourist Industry, and it is to be hoped that, Providence, will prevail over, ruthlessness, and avoid the destruction of my SCENIC, PARKLIKE CLIFF, which if left unmolested in its entirety, will become the most important SPOT, to the developement of a valued Tourist Industry, of any Spot in this vicinity, and away out in front of HARRIS STATE PARK, and Azalea State Park, " even as beautiful as is those spots. "

Little did I realize, eleven years ago that I would ever meet up with a Locating Engineer, who would even give a passing thought to the destruction of my Scenic Parklike Cliff, and it is very hard for me to understand that there are people who have no apparent respect for the property rights of others, and little regard for their fellowman, even when they know that it is us Taxpayers who provide the money to pay them their wages, and I again say, that I am sure that you and I are both well aware of the fact that, " might does not make right ", and I sincerely trust that you will help me save a Beautiful Site, thank you.

Yours very truly,

W. H. Brady

W. H. BRADY.

c.c. W. C. Williams.

RECEIVED
[illegible] 1957
FOR FILING

Brookings, Oregon.
Sept. 25th. 1957.

NOTED
State Highway Engineer

Mr. C. H. ~~ARMSTRONG~~,
Superintendent, Oregon State Parks,
Salem, Oregon.

DEAR MR. ARMSTRONG:

Since I first met Mr. B. A. Martin, some eight or nine years ago, I have never heard of a single instance, where he has ever demonstrated having any respect for the property rights of others, and as to him, being any Saviour of Oregon's Unsurpassed Natural Scenery, " that is one huge joke ", as is evidenced by his apparent determination, to not only destroy a very Beautiful, and very, very valuable, Parklike Tract, near the suburbs of Brookings, Oregon, in contemplating the destruction of my PARKLIKE CLIFF HOTEL SITE, by putting a highway around the face of that Scenic Cliff, on the O'cean side, and destroying those very Scenic Trees, that has taken hundreds of years to produce, Trees that Posterity should have an opportunity to enjoy, and Posterity should not be deprived of an entrance to that lovely sandy beach in front of my Rainbow Rock Tract, an entrance at the mouth of Taylor Creek, a most Scenic Spot at the mouth of Taylor Creek, and some little distance upstream, most assuredly should be reserved for Posterity, and not buried under tons of fill, as any true lover of Oregon's Natural Scenic Spots readily admits is a fact.

I have yet to meet a single person who can believe that anyone, who pretended to have a heart and soul, would even consider the demolition of my PARKLIKE CLIFF, by putting a highway around the face of that Scenic spot on the O'cean side, and leave RAINBOW ROCK sitting out there like a sore thumb alongside a SPEEDWAY, and people have asked me, " has this locating engineer got a grudge against you ", and does he call himself a Saviour of Oregon's Unsurpassed Scenery, and it is a wonder he has not intimated intentions of tearing down that Scenic RAINBOW ROCK, which our Geology Department has said is the most beautifully folded specimen of Chert they have ever seen.

Can it be possible that this man, B. A. Martin, is mad, it would seem that such might be the case, for as he leaves Brookings, Oregon, with his Speedway, he goes back farther from the O'cean at Harris State Park, " with no indication that he is going to tear down that MOLE hill at Harris State Park, and he does not molest any of the O'cean Frontage, between Harris State Park, until he reaches the first SCENIC Tract on the Waterfront, and that Scenic Spot, he wants to destroy, can it be possible that this man has a grudge against anyone who takes great pride in BEAUTIFYING Scenic Property, I think that suhh an act of disrespect should be highly publicized.

I heard of a case in the City of Brookings, where one of our Citizens was told by Mr. Martin, " with respect to that Citizens Property rights ", that is the way it is and there is nothing you can do about it, and how very wrong he was, and it did not work out as he expected it would

COPY

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There can not be the slightest doubt whatever, about Mr. Martin's lack of any interest in OREGON'S NATURAL SCENIC SPOTS, and the beautification of Scenic Landscapes, as he has never came to see, what Nature and I have accomplished on Tanbark Point, on Chetco Cove, nor has he made any attempt to learn of my proposed plans to Landscape Rainbow Rock Tract, if that very Scenic Property, is left unmolested by any new re-routed highway, and were he a Saviour of Scenic Spots, a man in his position would surely be encouraging me in my endeavours, instead of, apparently doing everything within his power to discourage me, in my endeavours to develope a Property, that would surely do more to promote a valued Tourist Industry, than anything yet developed on the Coast of Oregon, and be of benefit to every Citizen in the State of Oregon, " including Mr. Martin ", indirectly if not directly.

There is no evidence of one single tract of property between Brookings, Oregon, and Pistol River, Oregon, O'cean Frontage Property, that is going to be molested and spoiled with a Highway on The O'cean side, excepting, W. H. BRADY'S, Beautiful Rainbow Rock Tract, with that lovely Sandy Beach, which Mr. Martin seems determined to destroy, and although I have had people over Rainbow Rock Tract with me, from Alaska on the north, New York and Washington, D. C. on the East, Florida on the Southeast, and Southern California, and other far away places, not one of them can understand why anyone would even give a passing thought to the destruction of my Parklike Cliff, that would surely leave Rainbow Rock standing out there like a sore thumb, alongside a Speedway, to say nothing about spoiling all chances for some very High Class Resort Developement on that MOST SCENIC CLIFF SITE, and perhaps, were Mr. Martin to take time out from his Logging Operation, and memorize the Golden Rule, he would respect the property rights of others, and give some thought to Posterity.

If it were imperative, " which it most assuredly is not ", that a Highway go around the face of my Parklike Cliff, on the O'cean side, and forever destroy a very valuable property, it would seem that a man with the Title of Locating Engineer, would have the common courtesy to say, yes Brady, we know that we are going to largely destroy a very valuable property, and we expect to pay damages, and suggest to me, that we go and see what we might do to lessen the destructive damage, and by so doing, have some little regard for his fellowmen.

It is surely most unfortunate that we do not have a National Planning Commission, with full power to preserve and protect our unsurpassed Scenery from destruction, and no one will ever make me believe that anyone living in the Hills, has any real appreciation of such Scenic Spots as my Rainbow Rock Tract, for Waterfront Resort Developement on a Site like that Parklike Cliff with those Scenic Trees, Waterfront Development that would be the greatest boon to the developement of a much needed Tourist Industry, of anything yet promoted on the Coast of Oregon, something that could become a Nationally known Landmark in a short time, and I sincerely trust that, you, Mr. Armstrong, State Parks Superintendent, will co-operate and persuade Mr. Williams to avoid the destruction of a very valuable Scenic Spot, thank you.

Yours very truly,

W. H. BRADY.

C.C. W. C. WILLIAMS.

COPY

P.S.

In spite of the fact that Mr. R. H. Baldock had many enemies in the State of Oregon, including persons within the Oregon State Highway Department Organization, he still had a heart, otherwise he would never had made the statement, in his letter to me, dated July 17th. 1953, as follows, " You can rest assured that we want to do all we can to preserve the scenic beauty of our incomparable Oregon Coast, and we are interested in seeing the type of Hotel that you mention built ", and it is to be hoped that Mr. W. C. Williams will follow through with Mr. Baldock's statement, in which case, my Scenic Cliff Resort Site, will remain intact in its entirety, and there is not the slightest doubt in my mind but that you and Mr. Williams will see some develope ment started very soon on this site, in preparation for a very Swanky Lodge, Inn, Chalet, or other appropriately named, Waterfront Hostelry, that will be a credit to the State of Oregon.

I have previously advised you, that I am most desirous of working closely with you, in the developement of my Rainbow Rock Tract, and your developement of Boardman State Park adjoining my Rainbow Rock Tract on the North, and my greatest ambition, is to make Rainbow Rock Parklike Tract, one of the very few most beautiful spots to be found in the State of Oregon, and I sincerely trust that you will persuade Mr. Williams to co-operate with me, and leave Rainbow Rock Tract, unmolested in its entirety, for some beautiful developement, and I believe the day is not far distant, when he will be able to look back, and be very happy in the thought of having been instrumental in, co-operating in the preservation of that Beautiful Site on the Beautiful Blue Pacific.

I am sure that there is no Member of either the Oregon State Highway Department, or the Oregon State ~~Highway~~ Parks Department, who would want the same kind of treatment, that Mr. Martin seems determined to mete out to me, in his determination to ruin a Beautiful Property, that has a potential value of at least a half million dollars, if left intact, and not absolutely ruined with any new Highway going around the fact of that PARKLIKE CLIFF, on the O'cean side, and I think that any Locating Engineer, who would be instrumental in spoiling one of OREGON'S very few most Scenic Sites, would make a solo flight, and crash land, as it would not seem possible that anyone with a conscience, could live with himself, after dealing such a below the belt, blow to a fellowman.

It is quite some time ago, that I asked you to come to Brookings, Oregon, and bring your Landscape Architect, and any of your Assistants, also to bring Mr. Williams, and get Mr. Martin, and come and see what Nature and I have done on Tanbark Point, and learn first hand, of many Shrubs and Plants I have been accumulating for some time to take up to Rainbow Rock, to make that one of the most Beautiful Spots to be found on the Coast of Oregon, as Nature has been so very generous with that Landscape, and the enormous amount of Azaleas and Rhododendrons already on the property, which Mr. Martin seems determined to ruin.

Surely you must have some influence with the Oregon State Highway Department, in avoiding the destruction of SCENIC SITES, and surely the Highway Department is mindful of Oregon's great need for some very High Class Waterfront Resort Developement.

I sincerely trust that you will help save a Beautiful Property, thank you.

W.H.B.

RECEIVED
1957
FILING

Brookings, Oregon.
August 7th. 1957.

NOTED
W. C. WILLIAMS

MR. C. H. ARMSTRONG,
Superintendent, Oregon State Parks.
Salem, Oregon.

DEAR MR. ARMSTRONG:

I have for acknowledgement your letter of July 16th. for which please accept my thanks, and if it were not for a very limited number of Citizens of the State of Oregon, who really appreciate, Oregon's unsurpassed natural scenic spots, as do you and I, it is very apparent that posterity would fare very badly here in Oregon.

I know that you are definitely interested in all scenic and interesting spots along the Coast of Oregon, and with that in mind, I feel quite sure that you will go along with me in my endeavours to avoid the destruction of the most Scenic Spot in the Suburbs of Brookings, Oregon, namely, my Picturesque Cliff Resort Site, on Rainbow Rock Tract, and while you mentioned in your letter of July 16th., my apprehension concerning survey lines around the face of my Parklike Cliff, on the O'cean side, I am a firm believer in not waiting until a horse might be stolen, before locking the door.

You, of course have seen, my very interesting Rainbow Rock, and no doubt remember the lovely sandy beach in front of Rainbow Rock, and my Parklike Cliff Resort Site, and as very strange as it might seem, I am most desirous of promoting high class Resort Developement on Rainbow Rock Tract, whereby, posterity will forever, enjoy that sandy beach, and as you are very well aware, our Sandy Beaches on the Coast of Oregon, are very limited, and were a highway built around the face of my Picturesque Parklike Cliff, on the Ocean side, that would not only ruin a very valuable Resort Site in the suburbs of Brookings, Oregon, but would also leave Rainbow Rock sitting out there like a sore thumb, as well as spoiling a lovely sandy beach, and a very severe blow to posterity, and I am indeed at a very great loss to understand how anyone who appreciates Oregon's Natural Scenic and Interesting Spots, could ever give a passing thought to any idea of putting a Highway around the face of my Parklike Cliff, and especially when it is so very unnecessary to forever ruin one of Southwestern Oregon's few opportunities to develope a valued, and much needed Tourist Industry, which can only become a reality when we develope some high class, WATERFRONT ENTERPRISES, and I am most sincere in believing, that with the co-operation of the Oregon State Highway Department, this Southwestern corner of Oregon, can become the Switzerland of America, in just a few short years time.

I have no idea as to what plans you may have for the developement of Boardman State Park, adjoining my Rainbow Rock Tract, but whatever your plans may be, I am most desirous of co-operating with you, in every way possible.

COPY

#2.

I have previously advised you, that for a very long time, I have been accumulating a large quantity of Beautiful Shrubbery and Plants, including some semi-tropical Shrubs and Plants, to take up to Rainbow Rock Parklike Tract, and with some assistance from a Landscape Architect, I have very great hopes of, Nature and I, making Rainbow Rock Tract, one of the few most Beautiful Spots on the Coast of Oregon, and Nature will have played a very great part in my planning, for as you may already know, I have enormous quantities of Beautiful Wild Azaleas and Rhododendrons on that property, and I would not take One Thousand Dollars for the Shrubbery and Plants I am accumulating to take up to Rainbow Rock Tract, and I sincerely hope that you may have an opportunity to soon see, what I, " an Amateur ", have done on Tanbark Point, on Chetco Cove, as that is but a small sample of what I hope to accomplish on Rainbow Rock Tract, and I hope that the Oregon State Highway Department, will co-operate with me, and leave RAINBOW ROCK TRACT, unmolested in its entirety, by any new re-routed Highway 101, around the face of my Picturesque Cliff.

I am coming in contact with many people who are not only keenly interested in my plans for developement of RAINBOW ROCK TRACT, and who are also in agreement with me, in that very puzzling question, of how anyone who had the slightest interest in OREGON, would even give a passing thought of destroying my BEAUTIFUL Picturesque Cliff, by putting a Highway around the face of that most Scenic Resort Site, on the O'cean side.

I have good reasons to believe that our City Planning Commission, are very keenly interested in the possibilities for Resort Developement on Rainbow Rock Tract, as they are very well aware of our dire need for WATERFRONT RESORT DEVELOPEMENT, so very necessary, if we are to take advantage of our golden opportunity to develope a much needed, valued Tourist Industry, in the State of Oregon.

I received another letter a few days ago, from the large Chain Hotel Organization, that I have been corresponding with since Sept. 1955, and quite needless to say, I am very optomistic, and I do not think it will be very long before I have some very interesting news to report to you, with respect to my endeavours for a very long time, to get a Swanky Lodge, Inn, or other appropriately named Hostelry, on my Picturesque Cliff Resort Site, and my greatest need at the present time, is to recruit a large number of Lovers of Oregon's unsurpassed Natural Scenery, and who are Boosters for the developement of a much needed, valued Tourist Industry, Salesman who are able to see our Golden opportunity to make this favored section of these United States, the Switzerland of America.

I trust that I may have an opportunity to see you in Brookings, Oregon, in the not too distant future, and with best regards, I am,

Yours very truly,

Brady

W. H. BRADY.

COPY

c.c. Mr. W. C. Williams.
c.c. Mr. B. A. Martin.

REVISED 8-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
R. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUL 1[illegible] 1957
FOR

July 16, 1957

Mr. W. E. Brady
Brookings, Oregon

Dear Mr. Brady:

I have your letter of July 2nd relating to your Rainbow Rock project, you being apprehensive of a survey line between the rock and the ocean you feeling the plans are to construct a highway along this line.

It is my understanding that the exact location of the highway has not been definitely decided. The line is being run for information purposes rather than a definite location. For that reason I believe it is too early for anyone to say definitely where the highway will be finally located by your Rainbow Rock property.

We are definitely interested in all scenic and interesting spots along the Oregon Coast and I am sure in this connection that I speak for the Highway Department as well and they will not destroy unusual scenic spots if at all possible to avoid.

I will forward a copy of your letter to Mr. W. C. Williams, State Highway Engineer, and I feel sure you will have a letter from him in the near future.

Very truly yours,

C H Armstrong
C. H. Armstrong
State Parks Superintendent

CHA:mm

cc W. C. Williams

RECEIVED
[illegible] 1957
OFFICE OF
STATE HIGHWAY ENGINEER

CEIVED
JUL 8 1957
FOR FILING

Brookings, Oregon.
July 2nd. 1957.

MR. C. H. ARMSTRONG,
State Parks Superintendent,
Salem, Oregon.

W. C. WILLIAMS

DEAR MR. ARMSTRONG:

It was not only very dissapointing to me, but also very discouraging, to discover on Friday June 21st. that the Oregon State Highway Surveyors, were blazing a trail around the face of my Parklike Cliff, on the O'cean side of that Scenic Spot, " a photo of this Scenic Spot, enclosed ".

If the new re-routed highway 101, were to go around the face of my Picturesque Cliff, on the O'cean side, they would surely ruin a Beautiful Site for a Swanky Lodge, or Inn, as they would undoubtedly tear down a lot of that cliff, perhaps, even some of those SCENIC Trees, in which case, much of that, Natural Scenic Spot, which is, in its Natural State, a Unique site for some high class Resort Developement Project, and the damage to the property would be very great **indeed**.

Long ago, I had a Landscape Architect go over every foot of RAINBOW ROCK TRACT, with me, and he was very enthused about my suggested site for a Swanky Lodge, or Inn, and furthermore, he was enthused about the great possibilities for Beautiful Developement of the Little Stream that flows across the property, with Scenic Foot-paths alongside that stream on both sides, and with some Scenic Rustic Foot-bridges, and waterfalls, at several levels, truly a great TOURIST attraction, in connection with a Swanky Lodge or Inn.

I expect to have some Beautiful Colored Pictures of Rainbow Rock, along with some Colored Pictures of my Small Stream, and that Ravine through the Property, and I have yet to meet one single lover of Oregons Natural Scenery, who is familiar with RAINBOW ROCK TRACT, who has not been enthused about my PARKLIKE CLIFF, being a beautiful site for a Swanky Lodge or Inn, if that Picturesque site is not ruined by a new re-routed Highway 101, and this site is right in the suburbs of BROOKINGS, OREGON, and one does not have to be very smart, to realize how very much, OREGON desperately needs WATERFRONT RESORT Projects.

I have yet to hear of a single case, where the Oregon State Highway Department, have ever admitted that they damaged any Scenic Property, and unfortunately, they seem to go on the theory that they can do no wrong.

As you know, some of us, in Oregon, take a lot of pride in assisting Nature Beautify our unsurpassed natural scenery, and not only my neighbors, but also many acquaintances, from both near and far away places, have known for quite some time, that I have over a period of time, been accumulating many kinds of beautiful shrubs to take up to Rainbow Rock, to Landscape Grounds for a Swanky Lodge or Inn, and Landscape an entrance to those grounds, a site that I have had visions of becoming a Nationally known Landmark.

COPY

#2.

It has been my thought for a very long time, that if I could get you to come to Brookings, Oregon, and bring one of your Landscape Architects along with you, and also bring Mr. W. C. Williams, State Highway Engineer, and Mr. B. A. Martin, and come with me, and see what Nature and I, " An Amateur ", have done on Tanbark Point, on Chetco Cove, and then go with me, over RAINBOW ROCK TRACT, and learn about my visions of making that, one of the very few most Beautiful Spots on the entire Coast of Oregon, if the property is not ruined by any new re-routed highway 101, and surely you, our Oregon State Parks Department Superintendent, with Boardman State Park, adjoining my RAINBOW ROCK TRACT, should have some influence with the Oregon State Highway Department, with respect to avoiding the spoiling of an opportunity to promote a very High Class, WATERFRONT RESORT PROJECT, on Rainbow Rock Tract, that would not only be a credit to the Community, but also be of benefit to every Citizen in the State of Oregon, indirectly, if not directly, and I know that you know, that Oregon is in desperate need of some outstanding Resort Developement, on the WATERFRONT.

I have yet to learn of one single instance, where the Oregon State Highway Department, are running any lines on the O'cean side of any individuals property, or on the O'cean side of any of the Oregon State Park Property, between Brookings, Oregon, and Pistol River, excepting, W. H. Brady's, PICTURESQUE CLIFF, do you wonder at me being discouraged and dissapointed ?, and could it be, that is the penalty, one who has great pride in Beautyfying Natural Scenic Spots, is expected to pay, for endeavouring to promote a Project that would be the greatest boon to the developement of a valued Tourist Industry, of anything yet promoted on the Coast of Oregon.

I have informed you previously, that I have been corresponding with a very large Chain Hotel Organization, for a very long time, since Sept. 23rd. 1955, to be correct, and as you know, concerns that spend millions of dollars for High Class Hostelry's, do not rush into any of their ventures, and frankly speaking, I have great hopes of these people becoming keenly interested in my Rainbow Rock Tract, and my Picturesque Cliff, for a site for a SWANKY WATERFRONT HOSTELRY, and I am exceedingly anxious to get one of their Represenatives out here to go over every foot of Rainbow Rock Tract with me, and to meet you, and also to meet, Mr. W. C. Williams, and Mr. B. A. Martin, as I feel that any Organization contemplating an expenditure of upwards of a half million dollars for a starter, on Waterfront Resort Developement, will feel exactly as I do about the possibility of the Oregon State Highway Department spoiling my Parklike Cliff, and little stream running through the property, for a Beautiful Developement, and this Chain Hotel Organization, with Millions of Dollars at their disposal, are not going to be interested in my RAINBOW ROCK TRACT, if in their estimation, the Hostelry Site would be spoiled with a Highway around the face of that Parklike Cliff, and those large concerns, with Millions of Dollars at their disposal, very quickly see the value of NATURAL SCENIC SPOTS, with respect to the developement of a Tourist Trade, that would warrant huge expenditures, and they would very quickly determine the extent of damages to a Scenic Spot.

COPY

I would be glad to have a line from you at your earliest convenience, and in the meantime, I hope to have an opportunity to make several trips over Rainbow Rock Tract, with Mr. B. A. Martin, and learn of any ideas he has come up with, to avoid the spoiling of my Rainbow Rock Tract, for an outstanding Waterfront Resort Project.

With best regards, I am, Yours very truly, W. H. Brady-

c. Mr. W. C. Williams;
c. Mr. B. A. Martin

#2.

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With best regards, I am,
Yours very truly, W. H. Brady

c. Mr. W. C. Williams;
c.c. Mr. B. A. Martin

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NOV 27 1957
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COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5F-1[illegible]
5094

November 26, 1957

West Coast Telephone Company
354 South Fourth
Coos Bay, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Cape Ferrelo-Brookings Section
Oregon Coast Highway
Curry County

Gentlemen:

Bids on the above titled project will be received on December 5, 1957, and it appears that certain of your facilities must be adjusted in order to accommodate the highway construction.

This facility is located on the easterly side of the existing road and conflicts with the highway construction between Stations 1390 and 1400 and between Stations 1432 and 1444. This facility was placed on the highway right of way under the terms of Permit No. 202, dated June 17, 1927, so that it will be your obligation to make the necessary adjustments without reimbursement.

It is requested that you proceed with the work as promptly as may be possible and further details may be secured from Mr. H. S. Cox, Resident Engineer, Brookings.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. F. D. Morgan
Mr. H. S. Cox
Mr. F. W. Farrar

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NOV 26 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISTER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Bl-1[illegible]

5194

November 26, 1957

Coos-Curry Electric Co-op.
74 W. First Street
Coquille, Oregon

Re: Coos-Curry Electric Co-op.
Power Line Adjustment
Cape Ferrelo-Brookings Section
Oregon Coast Highway
Curry County

Gentlemen:

Bids on the above titled project will be received on December 5, 1957, and it appears that certain of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of your line between Stations 1235 and 1315, the adjustment of a crossing near Station 1407, and the possible raising of the crossing near Station 1390. It appears that these facilities were constructed on private property, so that it will be the obligation of the Highway Commission to reimburse you for the work, exclusive of any improvements in the value of your facilities not made necessary by the moving work, with proper deductions for salvage and depreciation.

In order that we may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. H. S. Cox, Resident Engineer, Brookings, an estimate of the cost of the work. This estimate should show lump sum amounts for labor, materials, equipment rentals and deductions for salvage and depreciation. Your final billing for the work also should be submitted to Mr. Cox.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. F. D. Morgan
Mr. H. S. Cox
Mr. F. W. Farrar
Mr. R. L. Porter

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NOV 26 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 22 1957
FOR FILING
OREGON DISTRICT BF-124(11)
5094
08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

November 20, 1957

Mr. [illegible]. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BF-124(11), Cape Ferrelo-Brookings Section of the Oregon Coast Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By:
A. F. Bester
A. F. Bester
Acting Division Engineer

RECEIVED
NOV 22 1957
FOR FILING

FORM E-30X—60M—11-55—80225

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1957

SUBJECT: Brookings-Cape Ferrelo Section
Oregon Coast Highway

To: Mr. R. L. Porter
Right of Way Engineer
Office

I am forwarding herewith a report made by the field with regard to the Hedberg water supply, the Hedberg residence being just northerly of the Harris Beach State Park. Proposals for the solution of the Hedberg water problem as given by the Division are as follows:

1. Take the Hedberg property in its entirety with the idea in mind of obtaining as much salvage as possible after the road has been constructed.

2. Prevail upon Mr. Hedberg to accept a well drilled in the park opposite Station 1420 and pipe it to his residence at a probable cost of $1,500.

3. Construct a 4-inch water line from the Dana residence northerly to this area, which proposal is backed by Elmer Backus, at a cost of $15,000.

4. Connect on to the present 3-inch transite water line which is State-owned and presently serves Harris Beach Park, this being opposed by Mr. Bankus who is the owner of the water company.

As discussed with you this date, it appears that the best deal for us at the present time is to take Mr. Hedberg's property in its entirety with a view to the eventual re-establishment of water to this property and sale of that portion which is not used for highway purposes. Attached hereto is a sketch map illustrating the various proposals. Also shown on the sketch map are the other two properties on which we will, in all probability, cut the productiveness of the wells in the course of our construction.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc Forrest Cooper

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NOV 8 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—80M—2 57—1474

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

November 4, 1957

SUBJECT: Hedberg Water Supply
Rainbow Rock-Brookings Section
U S 101

To: Tom Edwards
Construction Engineer

Attention: L. H. Young

Enclosed find copy of report along with sketch on above subject submitted by Pulien.

Pulien has recommended that we buy out Hedberg, supply water to the house, and later resell the property. In view of the fact that we can never realize much when selling property, I recommend that Mr. Hedberg be approached by our right of way buyers on the following terms. We purchase the land necessary for right of way (which includes his well) with the stipulation that we will supply a new water system in the form of a well on park land near Station 1420. We would give Hedberg an easement for land over which the pipe runs and on which the well rests. At the end of a suitable period of time, Hedberg would take over the system. If we fail to supply an adequate water supply, we would have to renegotiate for some other means of settling the problem.

The right of way people here have already been instructed to approach Hedberg with such a deal. He probably won't accept it as he wants us to buy him out entirely. To move the line 20 - 40 feet Easterly won't help the situation, either, as we would still hit his well and cut off the water bearing vein running to it.

If Hedberg refuses our deal, and I suspect he will, someone would have to decide whether to condemn him or buy him out. I would recommend condemnation because if we buy him out the other owners, Elmer Hedberg and Webster, would also be after us to buy them out due to a lessened water supply.

CONSTRUCTION DIV.
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NOV
NOTED- ☐ ☐ ☐ ☐ ☐

Attention: L. H. Young

Several other points that must be taken into consideration follow.

1. We would have to get the park people to agree to letting us put a well on this undeveloped portion of the park and to giving Hedberg an easement.

2. We would have to pay Hedberg some damages due to increasing the length of line from well to house and therefore increasing maintenance costs in addition to power costs.

I naturally recommend rejection of the suggestion by Mr. Bankus that we build him a new 4" line. Nevertheless, if our well digging does not produce (and our geologists and local engineers see no reason why it should not) enough water, we should negotiate further with Bankus on the idea of running an 1½ line from the end of our park line to Hedberg's house. We would maintain our line as we do now and give Hedberg an easement for the remainder. It would seem that Bankus could be induced to placing a meter on Hedberg's land and bill him separately from us.

Probably we should add $1,500.00 to the coming contract for force account work to construct an alternate system for Hedberg. We would either have the contractor or State forces construct the line prior to starting the cut at Station 1410 - 1420.

Any agreement with Hedberg should contain the stipulation that if and when City water is piped out near his property, he would be required to abandon his easement and hook onto the City main within a specified period.

We have also asked the right of way buyers to attempt to get Hedberg's permission to run quantity tests on his existing well.

F. B. Klaboe
Ass't Division Engineer

sc
Enc.

cc: Larry Holt
Larry Rulien

FORM 230—80M—2 57—1470

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Brookings
Oct 31, 1957

SUBJECT: Hedberg Water Supply Problem
Rainbow Rock-Brookings

To: F.D. Morgan
Division Engineer

ATTN: F.B. Klaboe

Herewith a report with recommendations on the water supply problem at the Gunner Hedberg home and the possible future supply problems at the Elmer Hedberg and Webster Properties.

Let us consider two solutions to the problem, namely, conducting "City Water" to the area or obtaining water from "New Wells" in the vicinity:

"City Water"

Your attention is directed to the attached sketch of the vicinity. It will be noted that the state installed a 3" Transite Line approximately 3600 feet in length from the vicinity of the Dana house to the Overnight Camp. At the Dana house our line is connected to a 2" city main by way of a 1" meter. The following changes and expansion would be required if our system was used to supply water to the Hedberg area. Replacement of the 1" meter with a 2" meter to realize full capacity, extension of the 3" transite line to the North Park Road (1200'), 400 feet of 1¼" lineto the Gunner Hedberg home and a meter. The system could be expanded by adding 600' of 1¼" line and two meters.

There is approximately 480' of 3" transite pipe on hand at the park. The area along the power line shown on the map has been cleared and is ready for a backhoe. An estimate of the cost of the changes outlined is $3,500.

On consulting Mr. Elmer Bankus, owner of the Brookings Water Co., it was pointed ouththat neither the State nor any other user could legally hook ad itional customers to their private line. Therefore if our system is to be the source it must be turned over to Mr. Bankus. This was proposed and he voiced the following objections:

1. The line was not laid by his company hence its quality was questionable.

CONSTRUCTION DIVISION
RECEIVED

NOTED ☐☐☐☐☐

2. If he is to expand in a Northerly direction, say to the Dawson Tract, a 3" line would not be adequate.

3. He did not care to take over the responsibility and maintenance of our system for the immediate advantage of gaining one customer and possibly two more at a future date.

He would supply water to the area if the State would furnish and lay a 4" Cast Iron, Cement Lined, pipe with mechanical joints from Easy Street to the Hedberg area a distance of approximately 5000 feet. Assuming that $2.50 a foot would cover everything this would cost $15,000.

"New Wells"

Our vertical auger logs indicate the following typical conformation of material in the Hedberg area: A layer 12 to 17 feet in depth of predominately sandy material with brown clay and a small quantity of gravel lying over a formation of blue clay and shale of undetermined depth. Our deepest hole is 72'.

It seems probable that wells could be dug in the area Westerly of the new line between sta 1420 and 1425 that would yield water in a quantity comparable to the existing wells. The new wells would have to be approximately 4' by 20' dug wells and lined. Approximately 900 feet of 1¼" pipe would be required and a 3 or 4 HP pump. The probable cost per installation would be $1500 per installation.

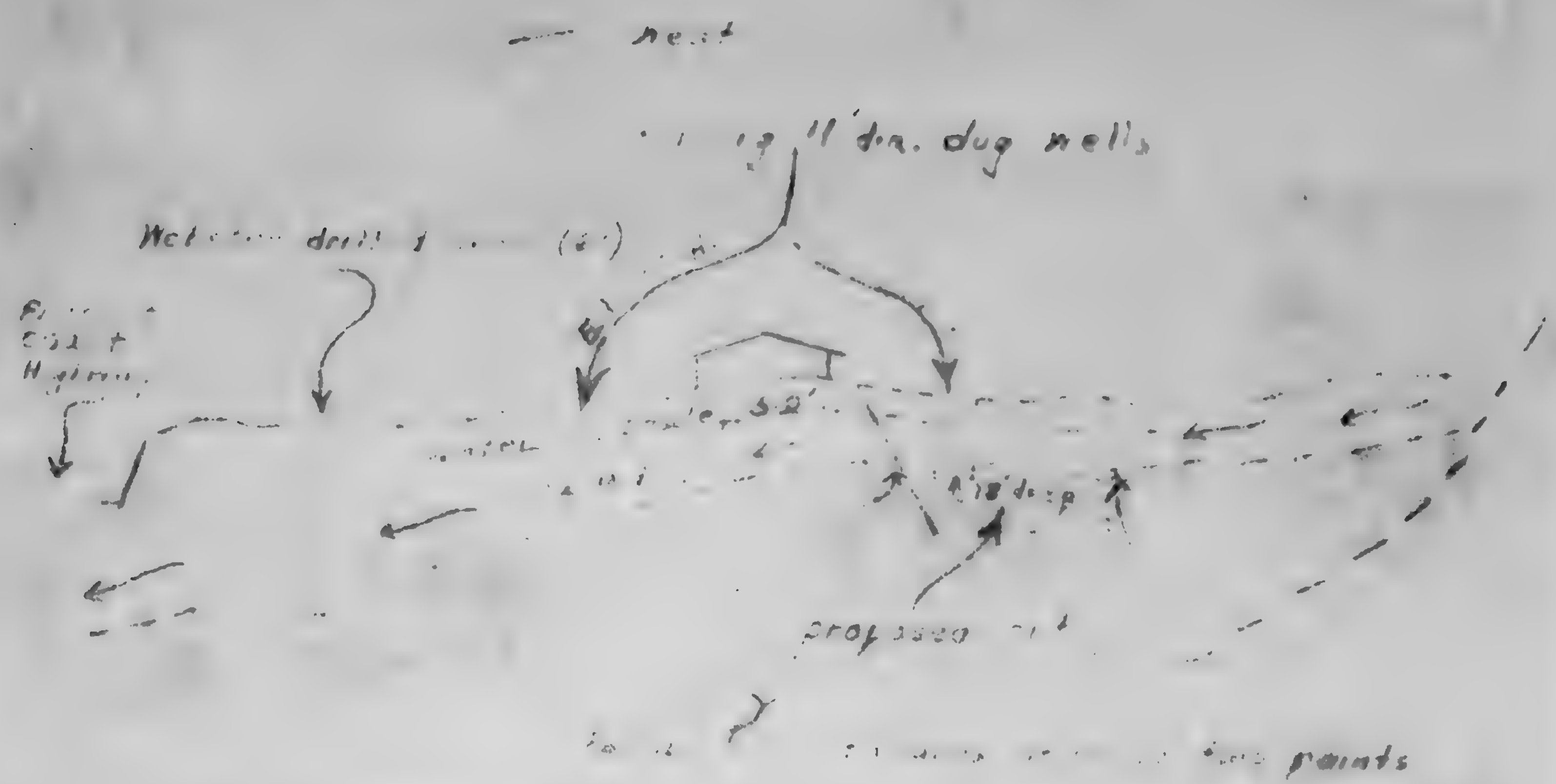
In view of the foregoing I recommend the following:

1. Buy out Gunner Hedberg completely thus paying the appraised valuation and avoiding damages. Supply water to the home to our own satisfaction and dispose of the property.

2. Be prepared to dig an additional well in the Park area to supply Elmer Hedberg and possibly Webster if required.

3. In connection with the above I wish to put forth a suggestion made by Lloyd Woolfe to have the wells pump tested and establish their yield so that we have a basis of determing our liability in the matter of supplying water.

Larry Rulien
Res. Engineer


West
11' dia. dug wells
Well drilled (6")
Present Coast Highway
water
52'
18' deep
proposed cut
points

Well [illegible] north of Brookings city limits and Harris State Park

CROSS-SECTION [illegible] TUNNEL LOOKING TO THE NORTH

SKETCH: NOT DRAWN TO SCALE

OREGON STATE HIGHWAY DEPARTMENT

HEDBERG WELL PROBLEM

Approx. Sta. 1415

BROOKINGS-WHALL HEAD CREEK UNIT

OREGON COAST HIGHWAY

CURRY COUNTY

Drawn by Lloyd [illegible], [illegible],
Salem. October 18, 1957

Water bearing sandstone and gravel
Non water bearing Shale
[illegible] (hard rock)
← Direction of groundwater flow

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NOV 1 1957
FOR FILING
Const
RW
101- Curry

7c

Salem, Oregon
October 30, 1957

Hedberg property -
US101 north of Brookings

Mr. Tom Edwards
Construction Engineer
Department

Referring to the Hedberg taking on the relocation just northerly from Brookings on US101 in Curry County, I understand the Construction Department is making some efforts to find a substitute water supply. If a practical supply can be had, I assume that we could make this supply available by piping to the Hedberg property line, which would at least put us in a better position in a condemnation trial. If this does not prove feasible, I suggest that you look into the feasibility and cost of connecting to some existing water system. I heard some loose talk that by placing 100 feet of pipe we could connect to a main. If this is the main to the park, I have also heard that the Parks Department is gagging on the maneuver. However, please investigate the whole matter thoroughly, so that we know where we stand. It is my opinion that we cannot deprive a man of his domestic water arbitrarily. As a last resort, we could leave a small plug some 200 or 300 feet long in the cut in an effort to preserve the existing well or sump pending trial of the case. In any event, I know we must provide an alternate source of domestic water or acquire the entire holding.

Please take it from here.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. R. L. Porter

9-10-8D

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
[illegible] 1957

SUBJECT: Gunner Hedberg Well Problem
Brookings-Whalehead Creek Unit
Oregon Coast Highway
Curry County

To: Mr. Tom Edwards
Construction Engineer
O F F I C E

1. While [illegible] on [illegible], the Mitchell Fuller well claim near Fords bridge on the Pacific Highway, [illegible] of Larry Holt's right of way staff asked me if I would give some advice on an impending well problem just north of Brookings and relative to our new alignment for the Oregon Coast Highway.

Accompanied by [illegible] assistant engineer Larry Muller, Geologist Dan Gaw and the property owner, I examined this well and two others which may be affected by a proposed cut at approximate station [illegible] just north of the Brookings city limits.

I believe that problems of considerably lowered capacity will result from [illegible] of these wells, and that the Highway Department may be liable to compensate the property owners.

Gunner Hedberg's well will be eliminated by our highway cut, and we are automatically obligated to furnish him water from another source. His well is [illegible], four feet in diameter, and eighteen feet deep. Water level is at five foot depth. He said the first sixteen feet were of water-bearing sand, coarsening to gravel, and at sixteen feet to eighteen feet he dug through non-water yielding shale. This sequence checks closely with our vertical auger borings nearby.

The proposed cut will bottom in shale and will cut off the water coming into any well we may drill on his property unless there is another water bearing [illegible] some [illegible] beneath the shale.

Gunner Hedberg is well aware of the difficulties that may arise, and has [illegible] his lawyer in Brookings. Hedberg is unhappy because our right of way purposely made a jog to leave his house on the lip of the proposed cut. He would like to have his entire property bought up, using the [illegible] situation [illegible].

The Elmer Hedberg and Webster wells, lying to the west of the Gunner Hedberg property, [illegible] probably also be effected. Elmer Hedberg's well is also a four foot diameter, eighteen foot deep dug well, and Webster's is a six inch drilled well of unknown, but probable shallow (20'-30') depth.

NOTED
L. H. Young

Div. office is having matter studied
to find best way to furnish water

I believe that our approach to the problems to arise from these three wells should be as follows:

1. Have our vertical auger put down 50 feet or shallower test well to see if a water producing zone lies beneath the shale.

2. Consider the cost of bringing city water initially to Gunner Hedberg's property from Harris Park, a few hundred feet south, and if needed later, to the other two wells.

3. If (1) and (2) are out of line, buy Gunner Hedberg out as a last resort although that still does not solve any difficulties which may come up for Elmer Hedberg and the Websters.

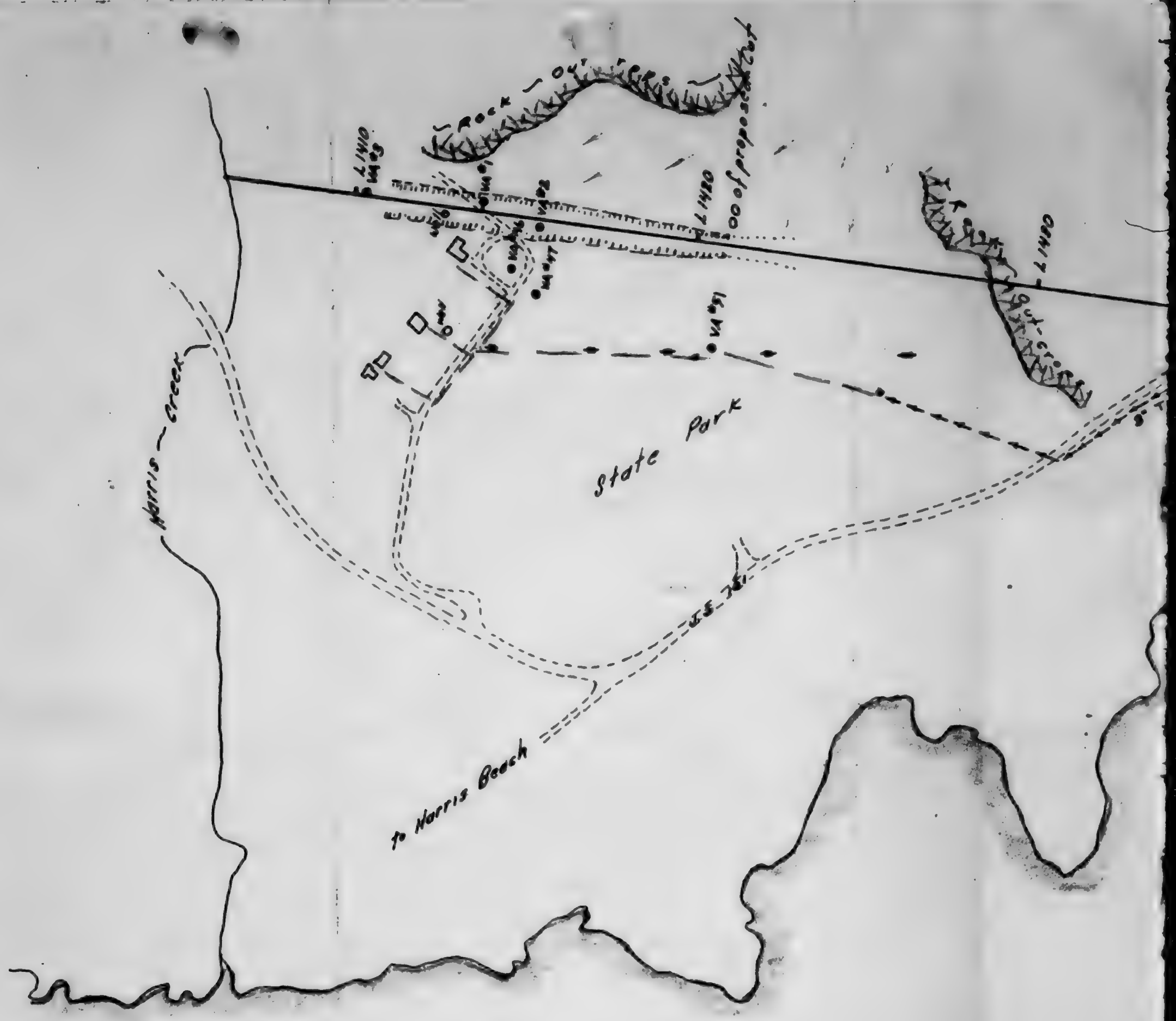
I believe the cut involved will be a "wet" cut and movement may take place in the shale which will be exposed near the bottom of the cut slope. We may need to install drainage pipes during slope construction to protect the Gunner Hedberg property, although sliding is more apt to occur on the opposite cut bank.

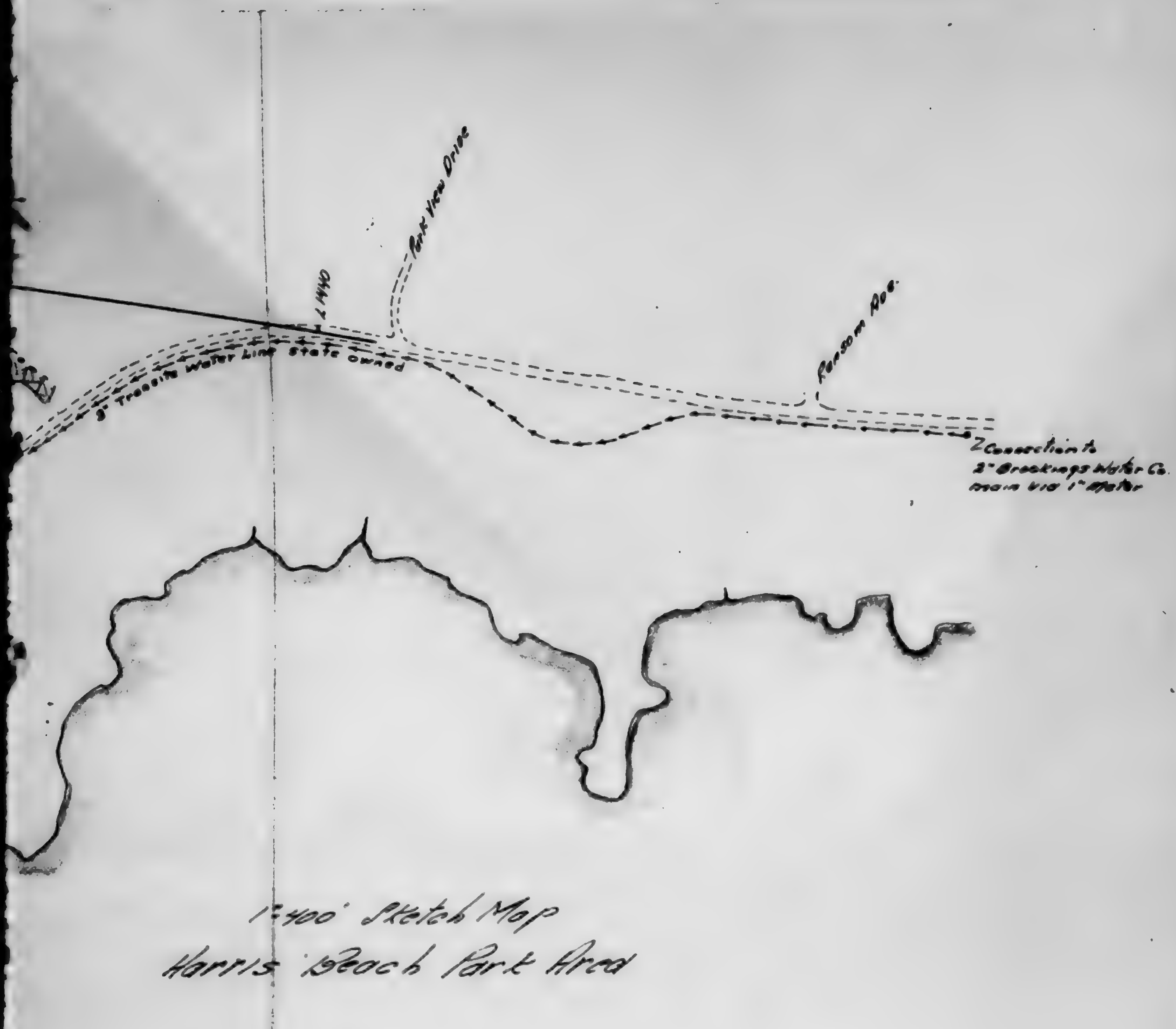
G. L. Decker
Staff Assistant

by Lloyd Woolfe
Lloyd Woolfe
Geologist

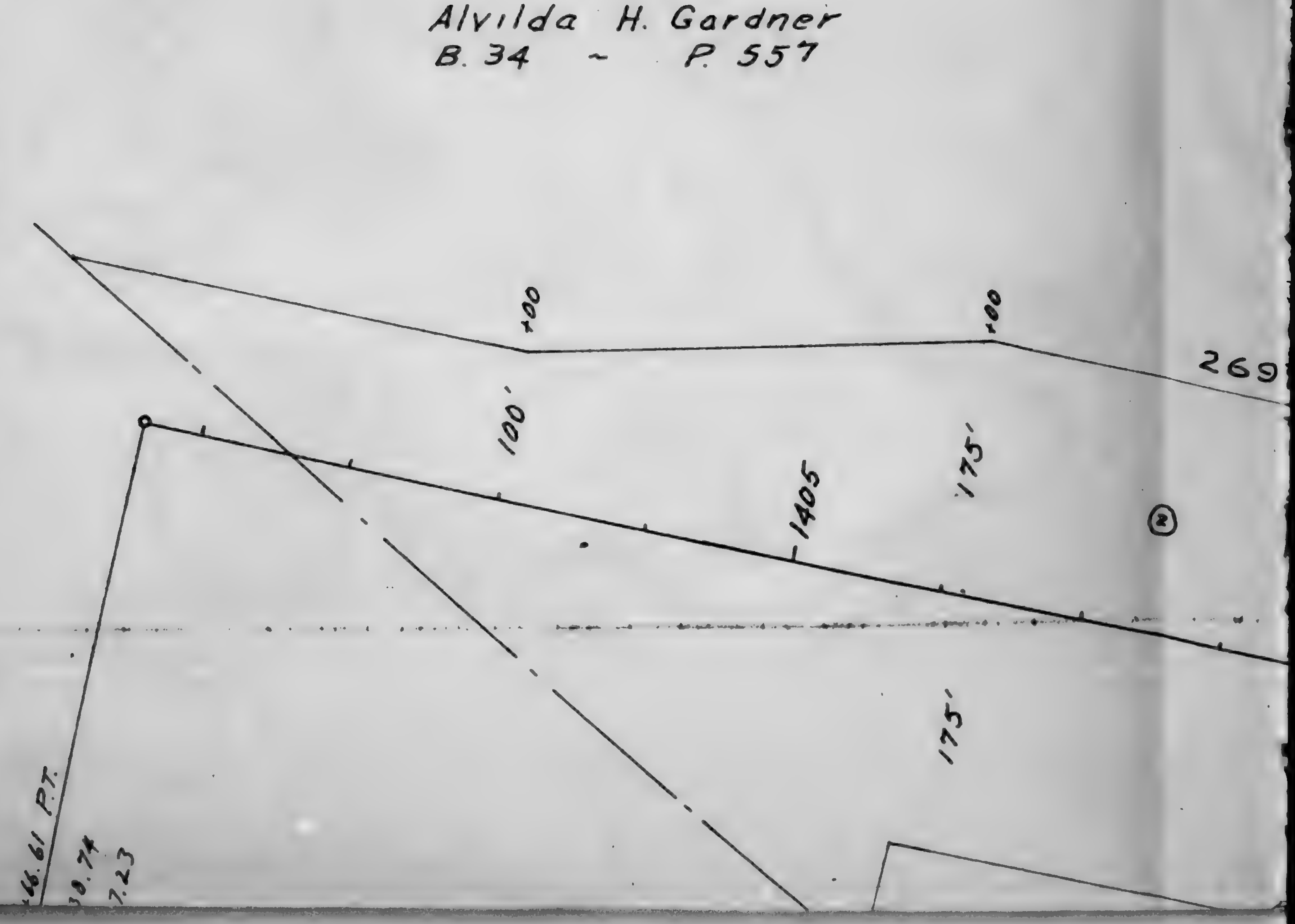
LW/lg

cc: R. L. Porter
F. L. Morgan
Larry Holt
[illegible] Martin
R. R. Olsen


Rock — Out-crops
00 of proposed cut
L 1410
L 1480
L 1480
VA#1
Rock Out-crops
State Park
Harris — Creek
U.S. 101
to Harris Beach


L 1440
Park View Drive
Ransom Ave.
3" Transite Water Line State Owned
Connection to
2" Brookings Water Co.
main via 1" Meter

1"=400' Sketch Map
Harris Beach Park Area

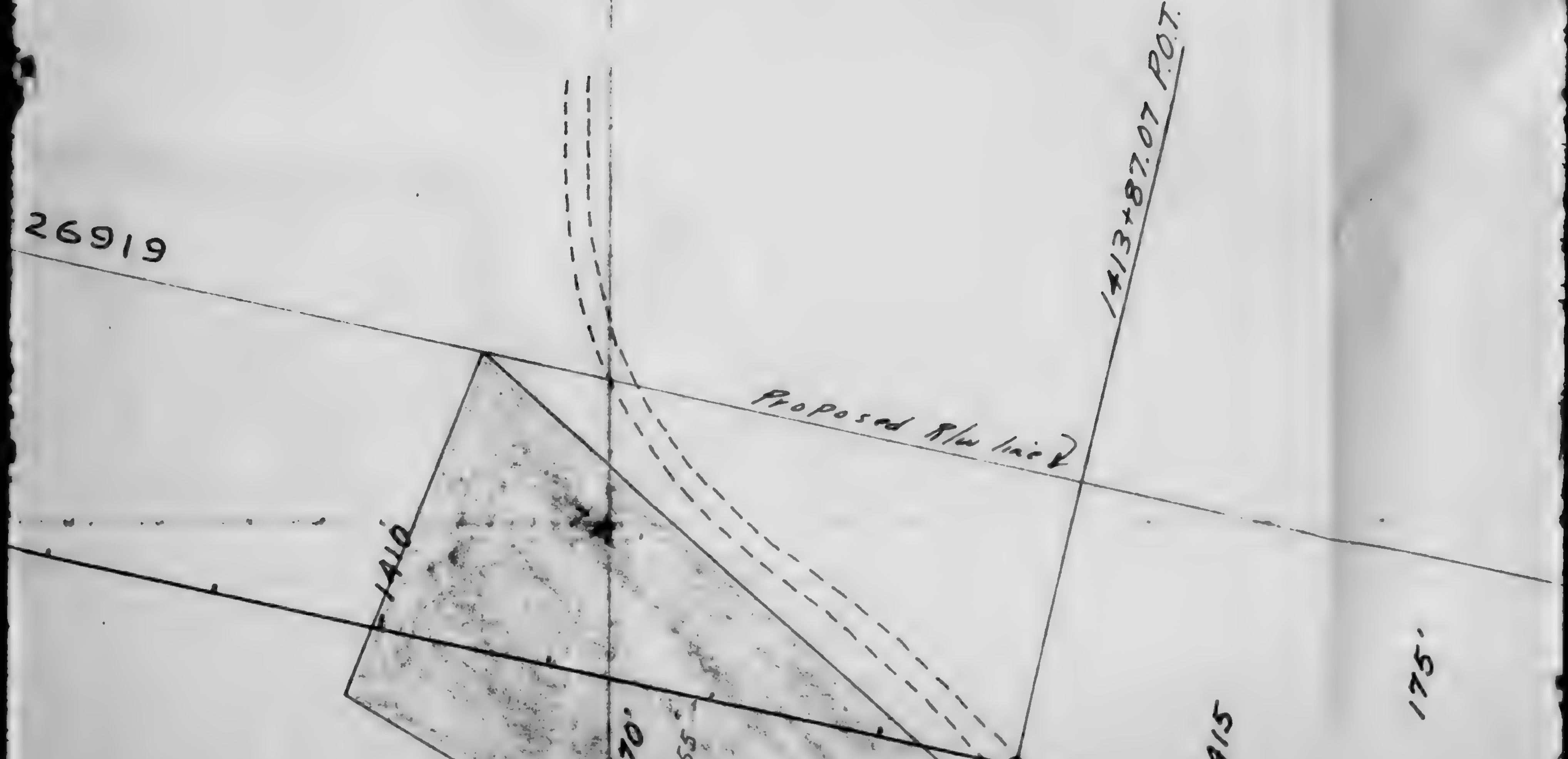

Alvilda H. Gardner
B. 34 ~ P. 557
100
100
269
100'
1405
175'
②
175'
6.61 P.T.
30.74
7.23

WHALEHEAD CR - BROOKINGS - SECTION - OREG

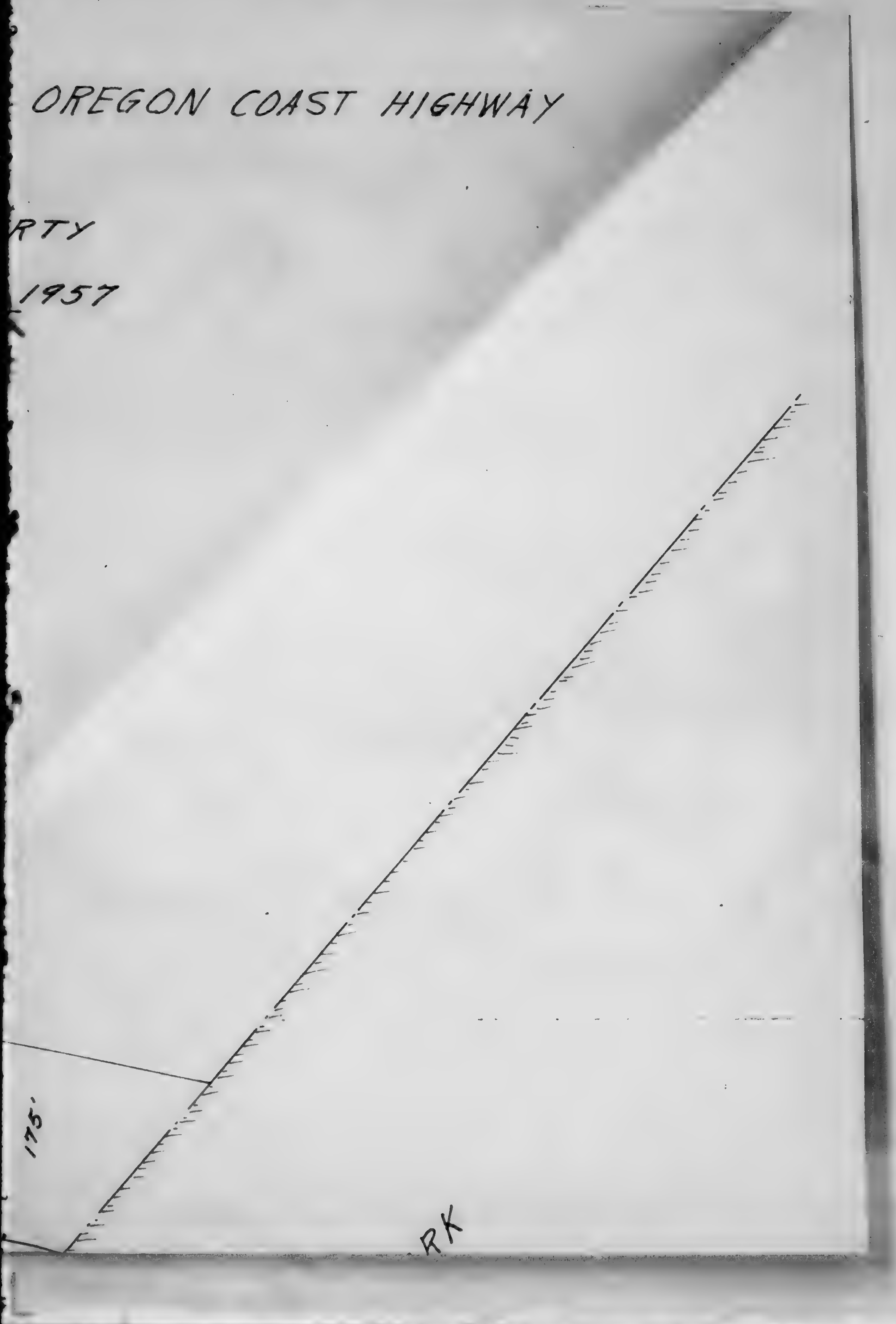
SKETCH MAP
REVISED R/W - HEDBERG PROPERTY

Scale 1" = 100   OCT. 1957

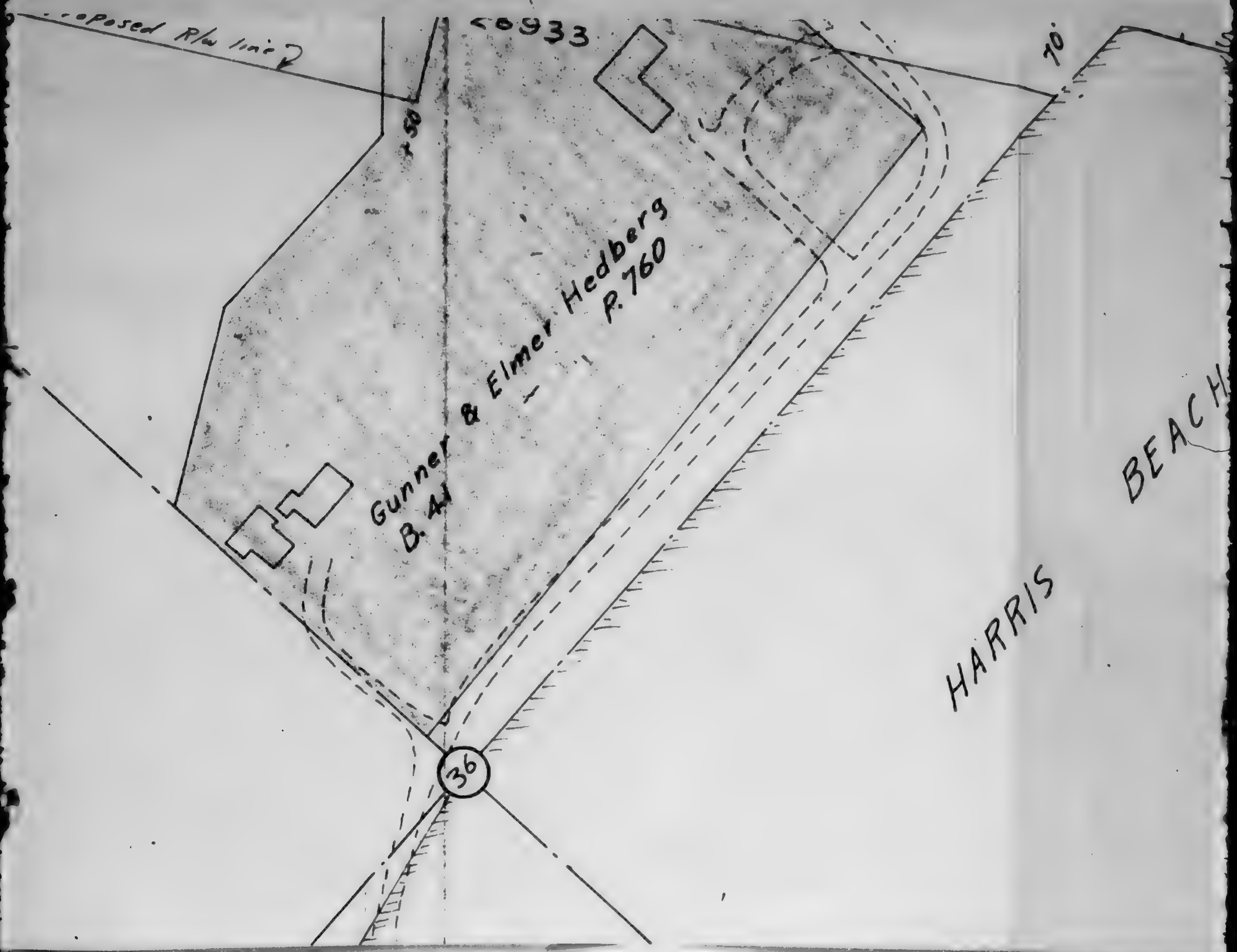
L.W. Rulien Res. Engr.

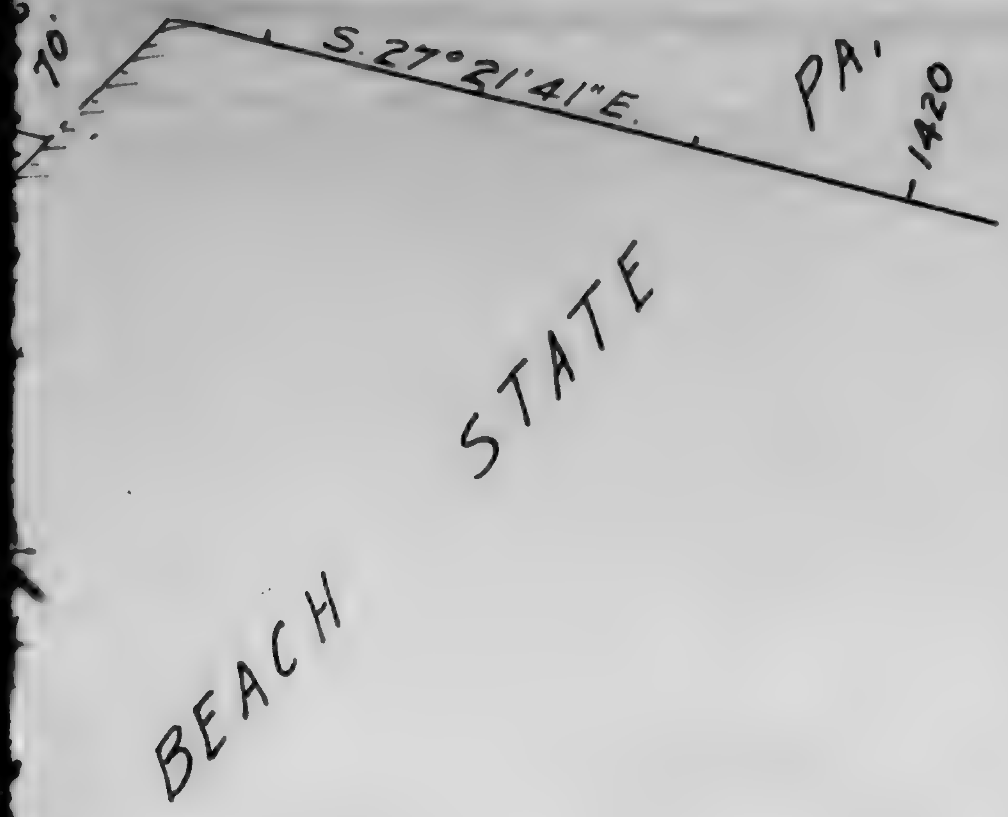


26919
1413+87.07 P.O.T.
Proposed R/w line
1410
70'
55'
175'
Revised R/w line
1415
175'


OREGON COAST HIGHWAY
RTY
1957
175'
RK

(Grid)
1400:
N.171,9.
E.966,03


..oposed R/w line
<6933
+50
70
Gunner & Elmer Hedberg
B. 41
P. 760
36
HARRIS BEACH


70'
S.27°21'41"E.
PA
1420
BEACH STATE

US-217(4) Elm St.-Front St. (Medford) 1958
Sec., Medford-Provolt Hwy.
#5095 (Eastbound) Folder # 1

Cy 17
1913

RECEIVED
FORM 2-125X 37 1/2 M 10-56
JUN 7 1957
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Const
Grade Xings
Ge

NOTED
G. S. PAXSON

June 6, 1957

Mr. Howard Morgan
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 214 - 8th Street G-Xing-Medford
S.P. Co. (Jackson County)

Dear Sir:

Herewith I hand you original and three copies of answer of State of Oregon, by and through its State Highway Commission, in the above entitled cause and matter, in accordance with your notice of May 9, 1957.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson ✓ - with copy of answer
Mr. W. C. Williams " " " "
Mr. F. B. Crandall " " " "

NOTED
G. S. PAXSON

RECEIVED
6 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Pux 214

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of
the City of Medford, Oregon, for
authority to construct a crossing
at grade with the tracks and right
of way of Southern Pacific Company
in the City of Medford, in Jackson
County, in Section 30, Township 37
South, Range 1 West of the Willamette Meridian.
(Eighth Street Crossing - Amend to
include relocation of signal on
Main Street Crossing)

No. F-2578

ANSWER OF
OREGON STATE HIGHWAY COMMISSION

Comes now the State of Oregon, by and through its State Highway Commission, Respondent, and for its answer to the Amended Petition in the above entitled cause and matter respectfully represents:

I

That the proposed crossing at Eighth Street is not on any city street which has been adopted by Respondent as a route for highway traffic and no objection is made to the entry of such order or orders as may be proper.

II

That the existing crossing on Main Street has been adopted by Respondent as a connecting route for highway traffic between the Medford-Provolt Secondary Highway to a connection with the route of Pacific Highway traffic through the City of Medford. Respondent further represents that if Main Street is made a one-way street for westbound traffic, the existing signal should be moved from the southwest quadrant of the intersection to the southeast quadrant thereof, as set out in Petitioner's Amended Paragraph 8.

Dated at Salem, Oregon, this 6th day of June, 1957.

STATE OF OREGON, by and through its
State Highway Commission

LEONARD I. LINDAS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

By J. M. DeSOUZA
J. M. DeSouza-Assistant Counsel for
the State Highway Commission

RECEIVED
MAY 23 1957

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 22, 1957

In the Matter of the Application of the City of Medford, Oregon, for authority to construct a crossing at grade with the tracks and right of way of Southern Pacific Company in the City of Medford, in Jackson County, in Section [illegible], Township 37 South, Range 1 West of the Willamette Meridian.
(Eighth Street Crossing - Amend to include relocation of signal on Main Street Crossing)

No. [illegible]-2578

CONSENT OF OREGON STATE HIGHWAY DEPARTMENT TO MOTION TO AMEND PETITION

NOTED
W. C. WILLIAMS

Mr. Howard Morgan
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. [illegible]

Re: [illegible] St. Crossing - Medford
S.P. Co. (Jackson County)

Dear Sir:

This is to advise you that Respondent, State of Oregon, by and through its State Highway Commission, makes no objection to the motion to amend paragraph 8 of the petition in the above entitled cause and matter.

Very truly yours,

J. W. [illegible]
Assistant Counsel

[illegible]
Encl. in triplicate
cc: Mr. [illegible] Paxson ✓ - with copy of Consent to Motion to Amend Petition
Mr. W. C. Williams " " " " " " " " "
Mr. F. B. Crandall - " " " " " " " " "

RECEIVED
MAY 23 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 37½M 10-56

RECEIVED
MAY 16 1957
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 13, 1957

NOTED
W. C. WILLIAMS

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Re: Pux 214-8th Street G-Xing-Medford
S. P. Co. (Jackson County)

Dear Mr. Duff:

Service of your application for a crossing at grade with the tracks and right of way of Southern Pacific Company, in the City of Medford, has been served by the Public Utilities Commissioner.

When looking over the petition and the vicinity map attached, it has been noted that no mention is made of the moving of one of the existing signals on Main Street, from the westerly to the easterly side of the tracks, so as to provide for one-way traffic westbound on Main Street.

In order to eliminate the possibility of the necessity for an additional petition in this regard, it is suggested to you that it would be advisable to file an amended petition to take care of this phase of the project in a single hearing. It is assumed that you will represent that 50 per cent of the cost of the relocation of the signal be borne by Southern Pacific Company the same as you have represented with respect to the installation of new signals on 8th Street.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RW
cc: Mr. E. R. Bashaw
City Attorney
City Hall, Medford

Mr. Howard Morgan
Public Utilities Commissioner
Attention: Mr. David Hou
Mr. C. S. Paxson
Mr. W. C. Williams ✓
Mr. F. A. Crandall

RECEIVED
MAY 14 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 24 1957
FOR FILING
118-217(4)
5095

December 20, 1957

628

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Dear Mr. Duff:

In your letter of December 9, you bring up the possible need for modification of the plan of the 8th Street-Main Street couplet project in order to better accommodate traffic wishing to move southbound on King Street in the vicinity of the Courthouse. The inference I gather from your letter is that, in order to accomplish this, a channel be provided in the northwest quadrant of the intersection of Oakdale Avenue and 8th Street along the section of existing diagonal curb. I do not believe that such manner of treatment would be good, trafficwise, in that it would mean putting this southbound traffic to King Street in at a very flat angle with the eastbound (one way) traffic on 8th Street—head-on collisions would be a potential hazard with such a flat angle crossing. The situation would be compounded by reason of the heavy 8th Street traffic moving around the curve and the sight conditions which might prevail.

I believe, if any revision is to be made to accommodate this King Street movement, that it should be something like the attached plan. This would provide a one-way cutover coming into 8th Street at a much better angle, although still not too good an arrangement. Such treatment would, of course, require some additional taking of Courthouse property and would tend to spoil the aesthetics of a very nice park area surrounding the Courthouse. This treatment would still have some bad features of sight distance as between traffic moving to King Street and that eastbound around the curve on 8th Street. Again, on the negative side, there is an appreciable pedestrian movement in this area, in which regard we would be setting up two additional pedestrian crosswalks with revision as shown. This will be particularly bad in respect to the crosswalk on the Oakdale Avenue end of the crossover wherein we would have pedestrians moving southerly in the crosswalk with right-turn vehicular traffic from Oakdale catching them from behind, so to speak. Provision of the crossover would also detract somewhat from the efficient operation of the signal to be installed at the 8th and Oakdale intersection.

I personally believe that, all things considered, it would be well to proceed without any modification of plans, which would, of course,

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

PLEASE RETURN TO
FORREST COOPER

December 9, 1957

REFERRED TO
Cooper
By State Highway Engineer

W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

In connection with the Elm Street-Front Street section of the Medford-Provolt Highway (East-bound 8th Street), a review of the plan (Sheet No. 5) indicates that on the Northwest corner of the Oakdale, 8th Street and King Street intersection, curbs, gutters, sidewalks and pavement will be removed in the triangular section approximately 90' x 60'. No provision is made for South-bound King Street traffic. Because King Street is a thru-street extending from this intersection South to Stewart Avenue, thence South on Kings Highway to the Phoenix-Jacksonville Road, it becomes one of our principal arterial streets. We therefore, earnestly request that a channel for South-bound King Street traffic be provided at this location. If necessary, a parking restriction might be provided on South Oakdale to store vehicles proposing to make this turn.

In regard to the replacing of trees necessary to be removed by this construction along the Court House grounds and Library Park, replanting or replacing of the trees should be according to the City of Medford's street tree plan adopted some time ago by the City Council.

Please accept my thanks for cooperation given me in my recent visit to your office.

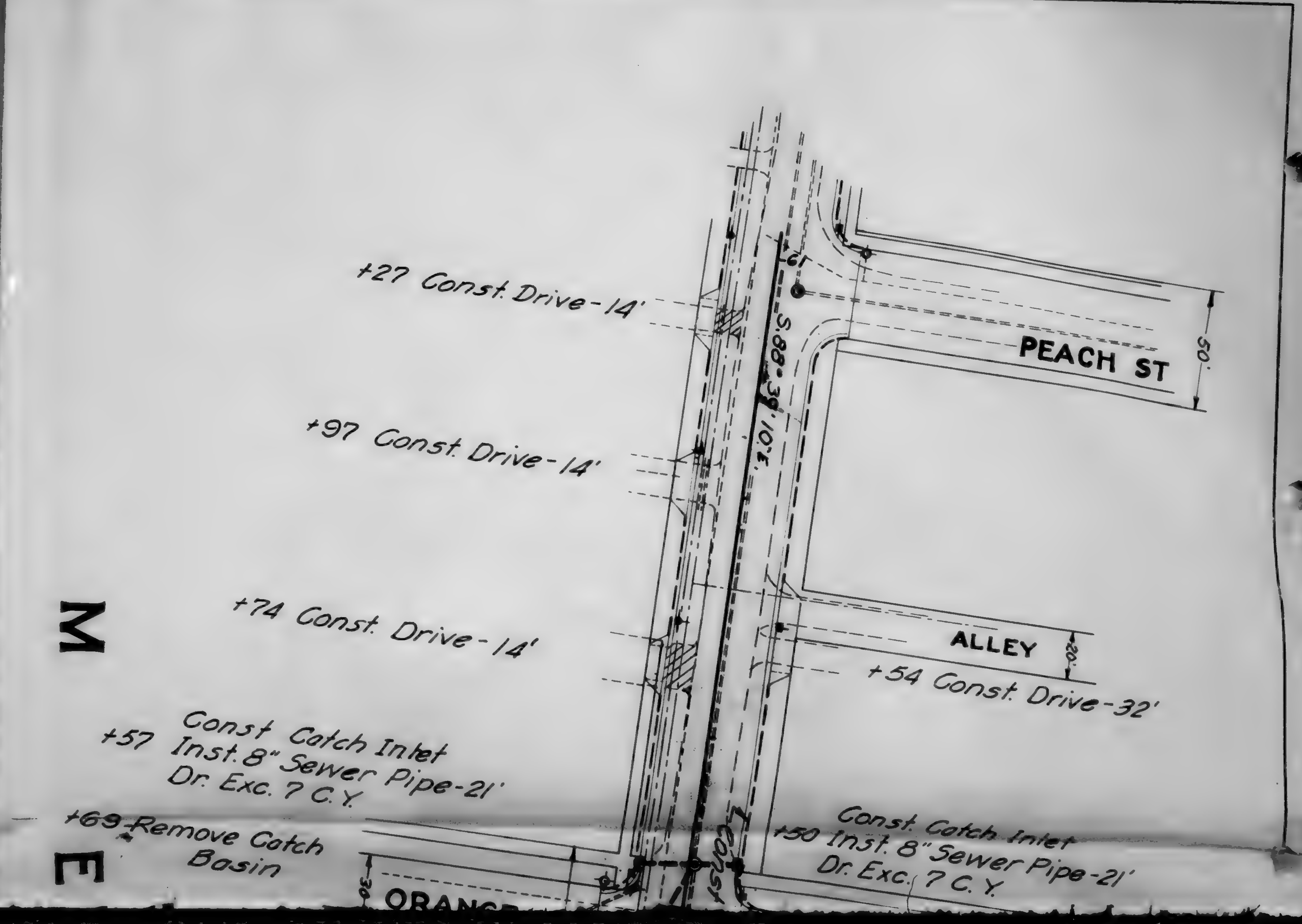
Very truly yours,

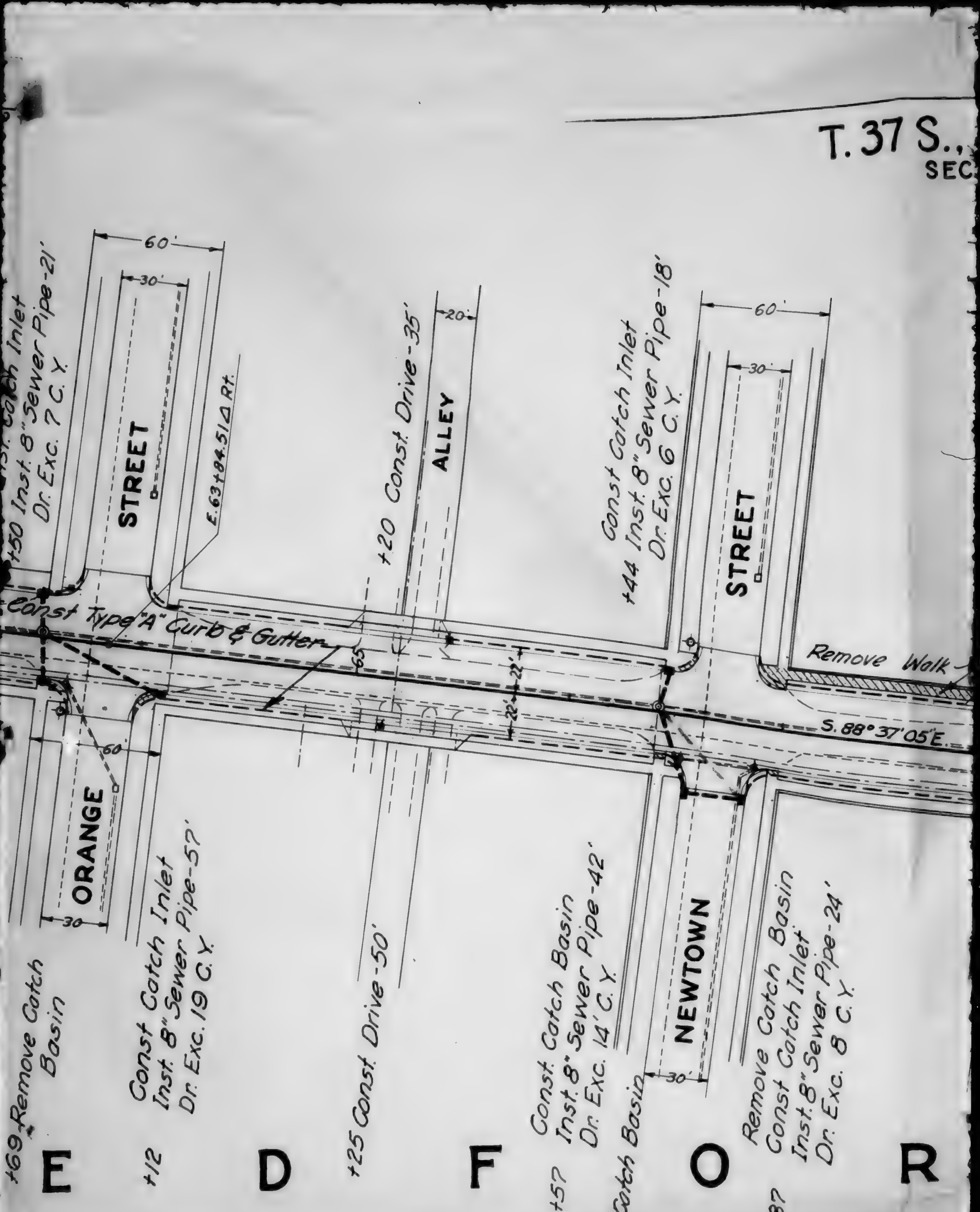
Robert A Duff

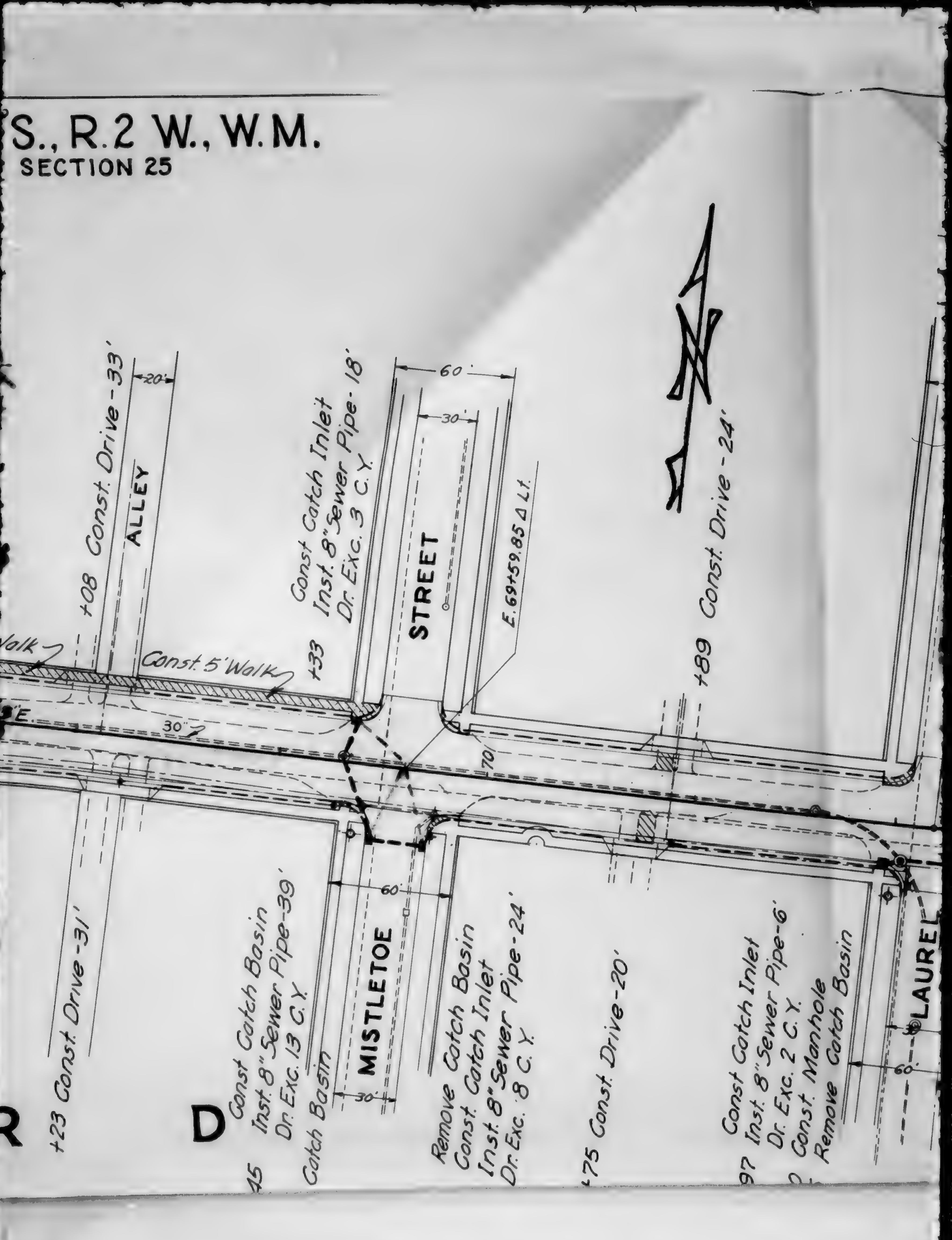
ROBERT A. DUFF
City Manager

RAD:ds

FINAL SURVEY		BY	DATE
NOTE BOOK	SURVEYED		
NO.	PLOTTED		
	TEMPLATE		
	AREAS		
	AREAS CHECKED		

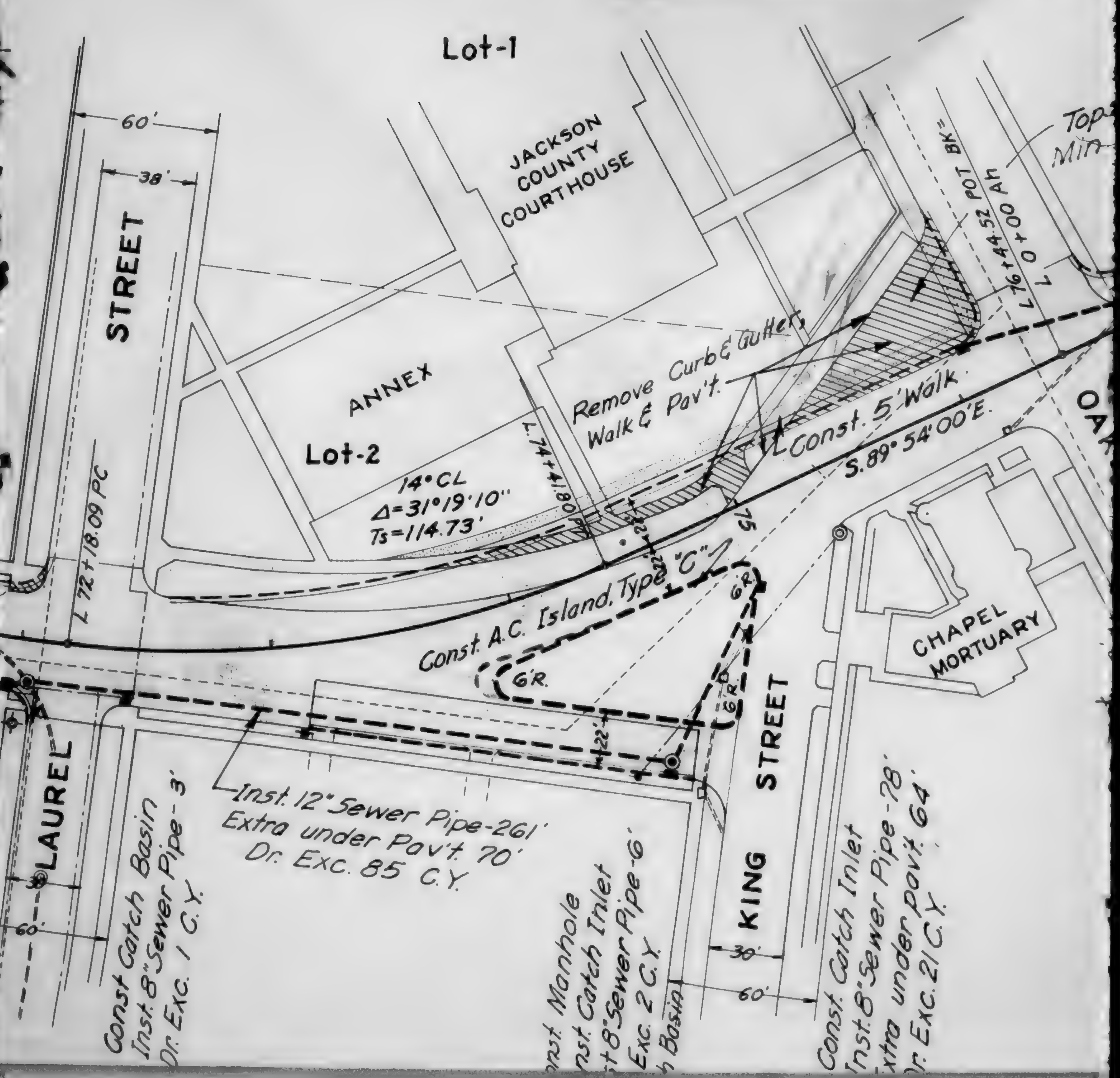

PEACH ST
50'
ALLEY
20'
S.88°39'10"E.
19'
+27 Const. Drive-14'
+97 Const. Drive-14'
+74 Const. Drive-14'
+54 Const. Drive-32'
+57 Const Catch Inlet
Inst. 8" Sewer Pipe-21'
Dr. Exc. 7 C.Y.
+69 Remove Catch Basin
+50 Const. Catch Inlet
Inst. 8" Sewer Pipe-21'
Dr. Exc. 7 C.Y.
Const
30
ORANG
M
E


T. 37 S.,
SEC
+50 ...st. Catch Inlet Inst. 8" Sewer Pipe-21' Dr. Exc. 7 C.Y.
60'
30'
STREET
E.63+84.51 Δ Rt.
+20 Const. Drive-35'
20'
ALLEY
Const Catch Inlet +44 Inst. 8" Sewer Pipe-18' Dr. Exc. 6 C.Y.
60'
30'
STREET
Remove Walk
Const Type "A" Curb & Gutter
65
22'
22'
S. 88° 37' 05" E.
60'
ORANGE
30
NEWTOWN
30'
+69 Remove Catch Basin
+12 Const Catch Inlet Inst. 8" Sewer Pipe-57' Dr. Exc. 19 C.Y.
+25 Const. Drive-50'
+57 Const. Catch Basin Inst. 8" Sewer Pipe-42' Dr. Exc. 14' C.Y.
...e Catch Basin
+87 Remove Catch Basin Const Catch Inlet Inst. 8" Sewer Pipe-24' Dr. Exc. 8 C.Y.
E D F O R


S., R.2 W., W.M.
SECTION 25
20'
+08 Const. Drive-33'
ALLEY
Const Catch Inlet
Inst. 8" Sewer Pipe-18'
Dr. Exc. 3 C.Y.
+33
60'
30'
STREET
E. 69+59.85 Δ Lt.
+89 Const. Drive-24'
Walk
Const. 5' Walk
30'
70
60'
MISTLETOE
30'
+23 Const. Drive-31'
Const Catch Basin
Inst. 8" Sewer Pipe-39'
Dr. Exc. 13 C.Y.
Catch Basin
45
Remove Catch Basin
Const. Catch Inlet
Inst. 8" Sewer Pipe-24'
Dr. Exc. 8 C.Y.
+75 Const. Drive-20'
Const Catch Inlet
Inst. 8" Sewer Pipe-6'
Dr. Exc. 2 C.Y.
Const. Manhole
Remove Catch Basin
97
LAUREL
60'
R
D

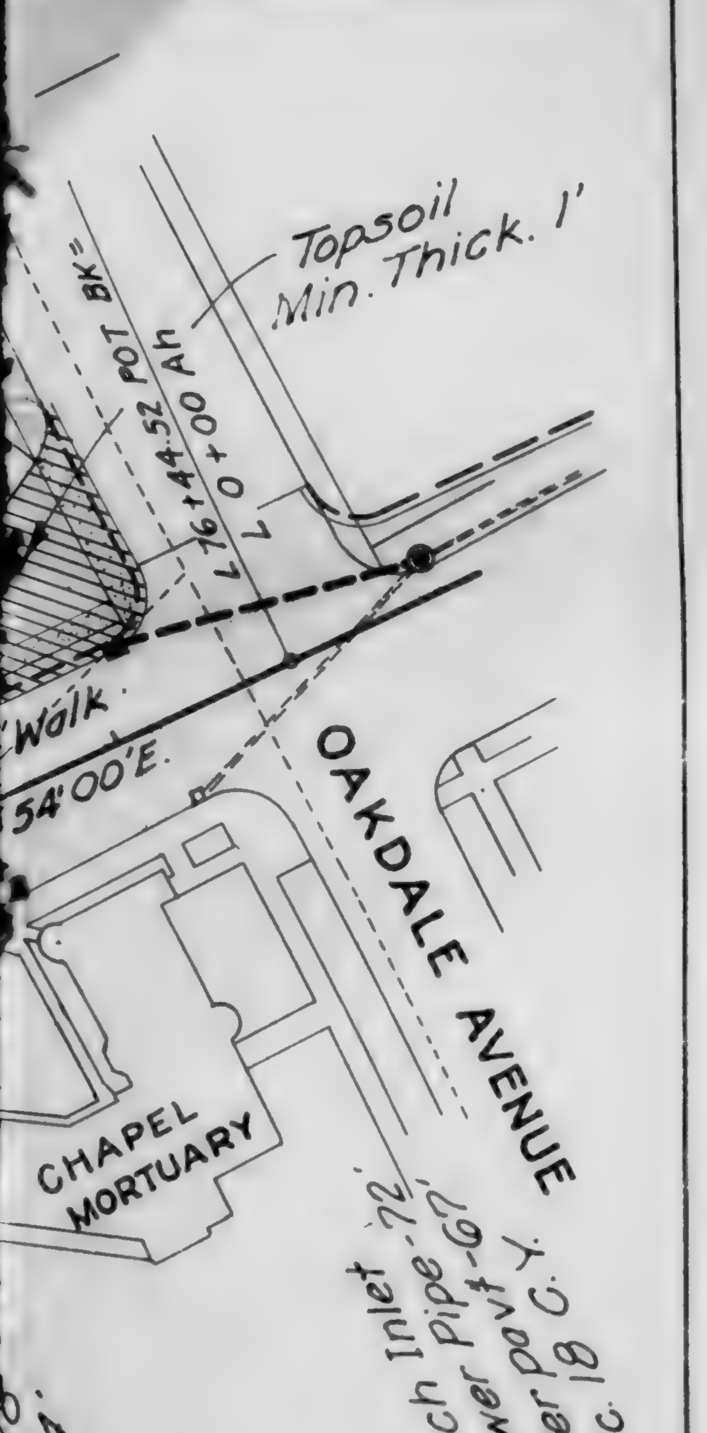
ELM ST. - FRONT ST. (MEDFORD) SECTIO
MEDFORD - PROVOLT HIGHWAY (EASTBOUND
JACKSON COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCA YEAR
8	OREGON	US-217(4)	

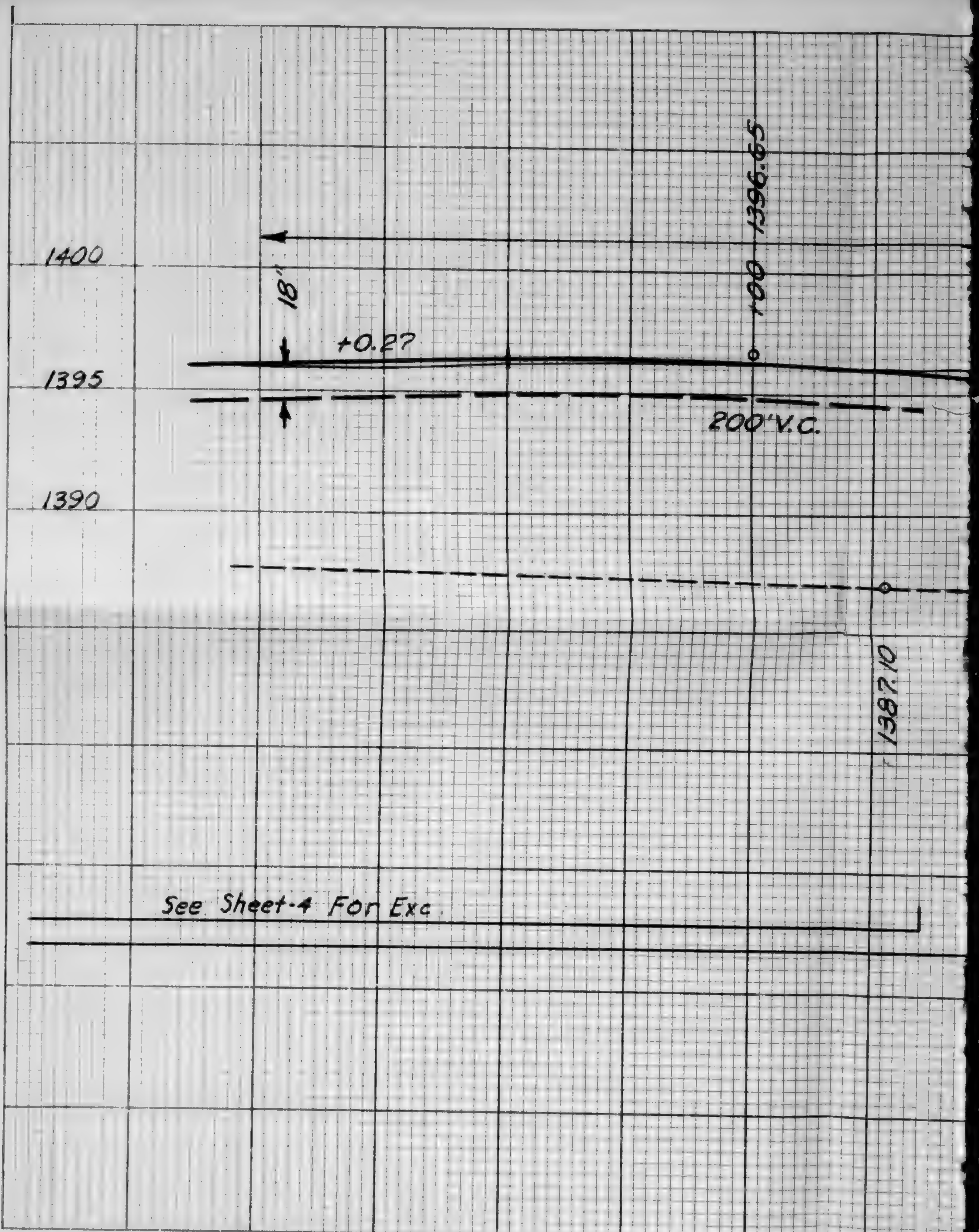

Lot-1
60'
38'
STREET
JACKSON COUNTY COURTHOUSE
ANNEX
Lot-2
L 72+18.09 PC
14° CL
Δ=31°19'10"
Ts=114.73'
L 74+41.80
Remove Curb & Gutter, Walk & Pav't.
Const. 5' Walk
S.89°54'00"E.
75
L 76+44.52 POT BK =
L 0+00 Ah
Top
Min
OA
22'
Const. A.C. Island, Type "C"
6'R.
6'R.
6'R.
CHAPEL MORTUARY
LAUREL
STREET
KING STREET
30'
60'
30'
60'
Inst. 12" Sewer Pipe-261'
Extra under Pav't. 70'
Dr. Exc. 85 C.Y.
Const Catch Basin
Inst. 8" Sewer Pipe-3'
Dr. Exc. 1 C.Y.
nst. Manhole
nst Catch Inlet
st 8" Sewer Pipe-6'
Exc. 2 C.Y.
h Basin
Const. Catch Inlet
Inst. 8" Sewer Pipe-78'
Extra under pav't. 64'
Dr. Exc. 21 C.Y.

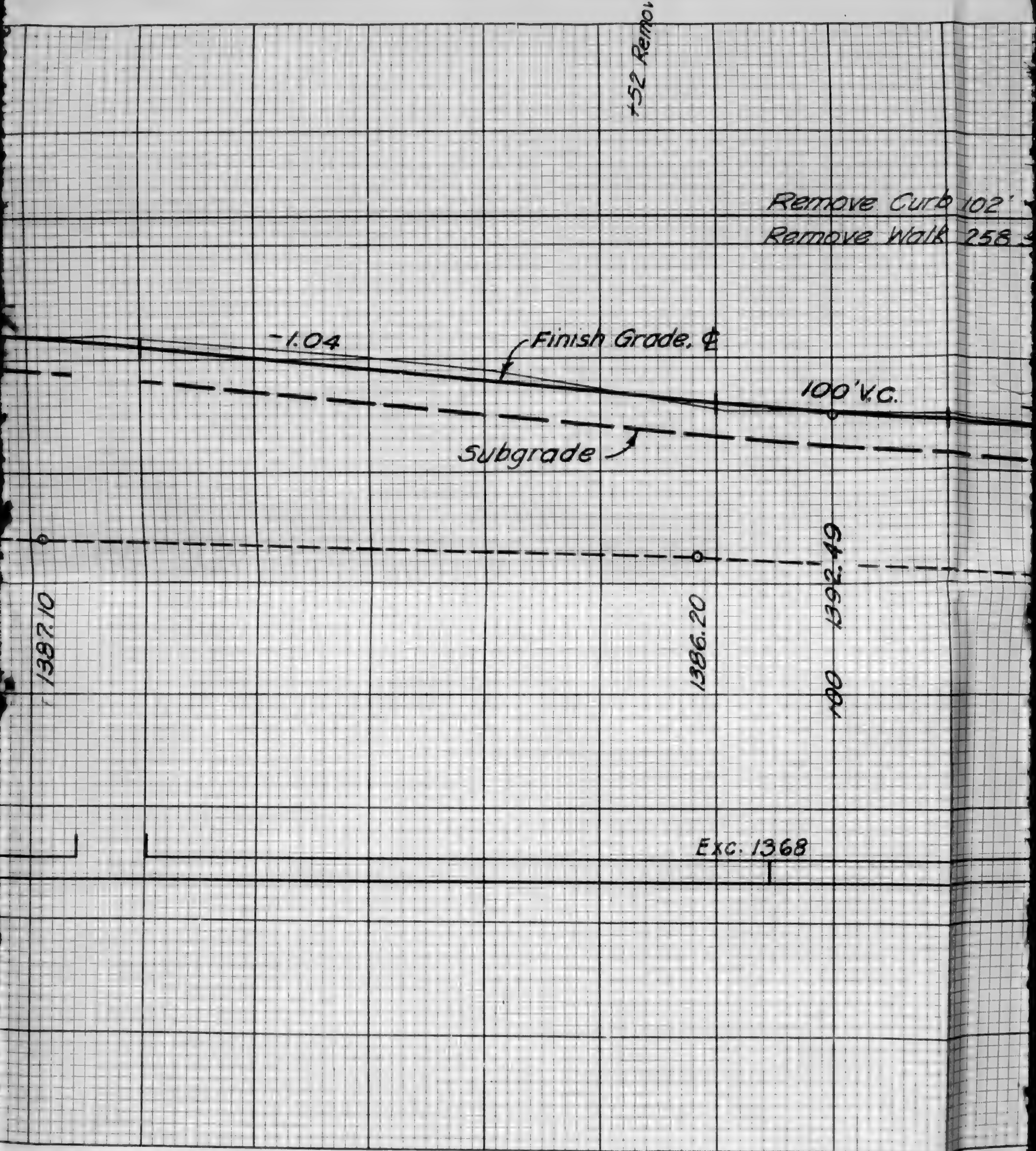
IEDFORD) SECTION
GHWAY (EASTBOUND)
COUNTY

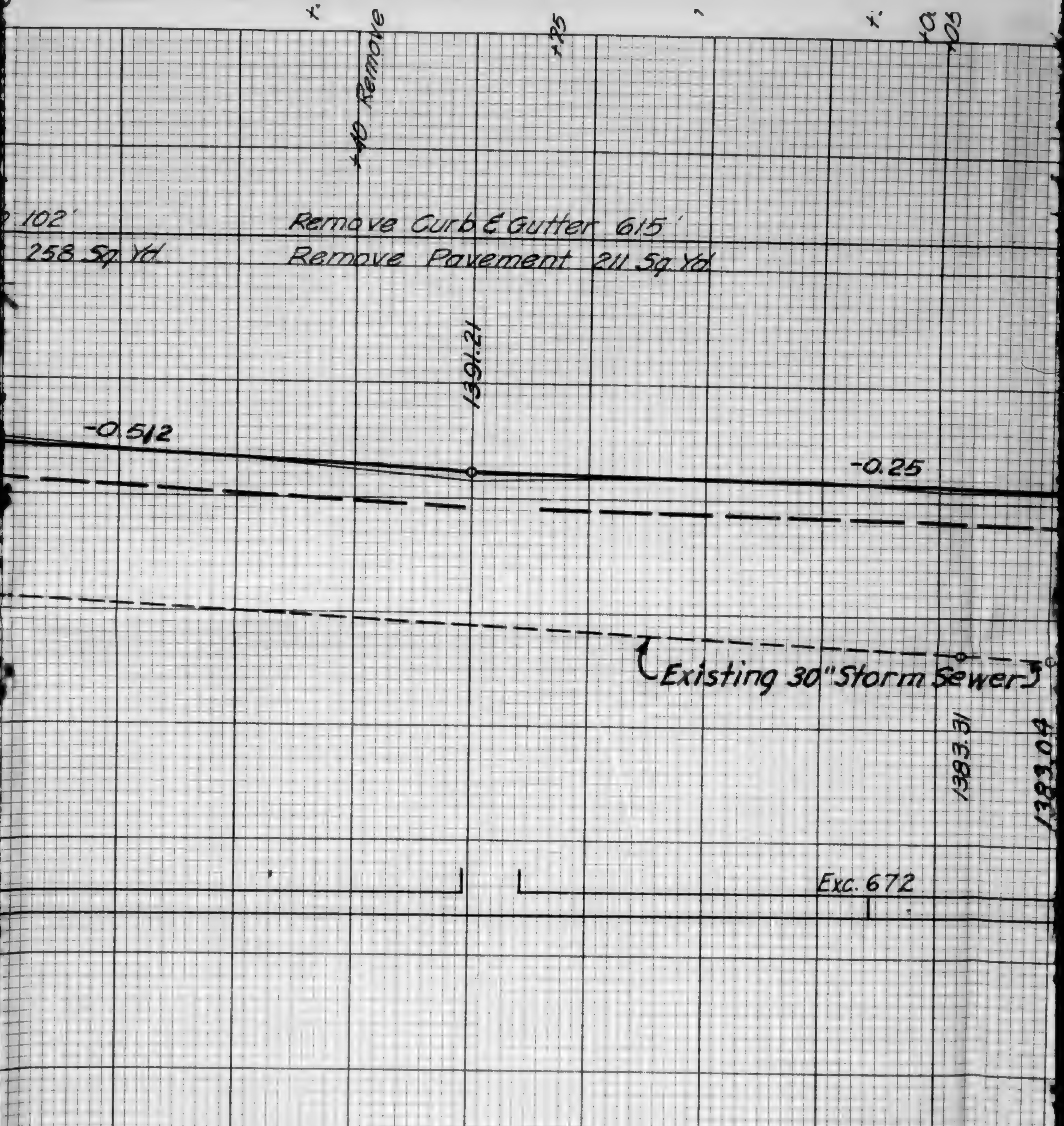
PROJECT NUMBER	FISCAL YEAR	SHEET No. 5
US-217(4)		TOTAL SHEETS See Index

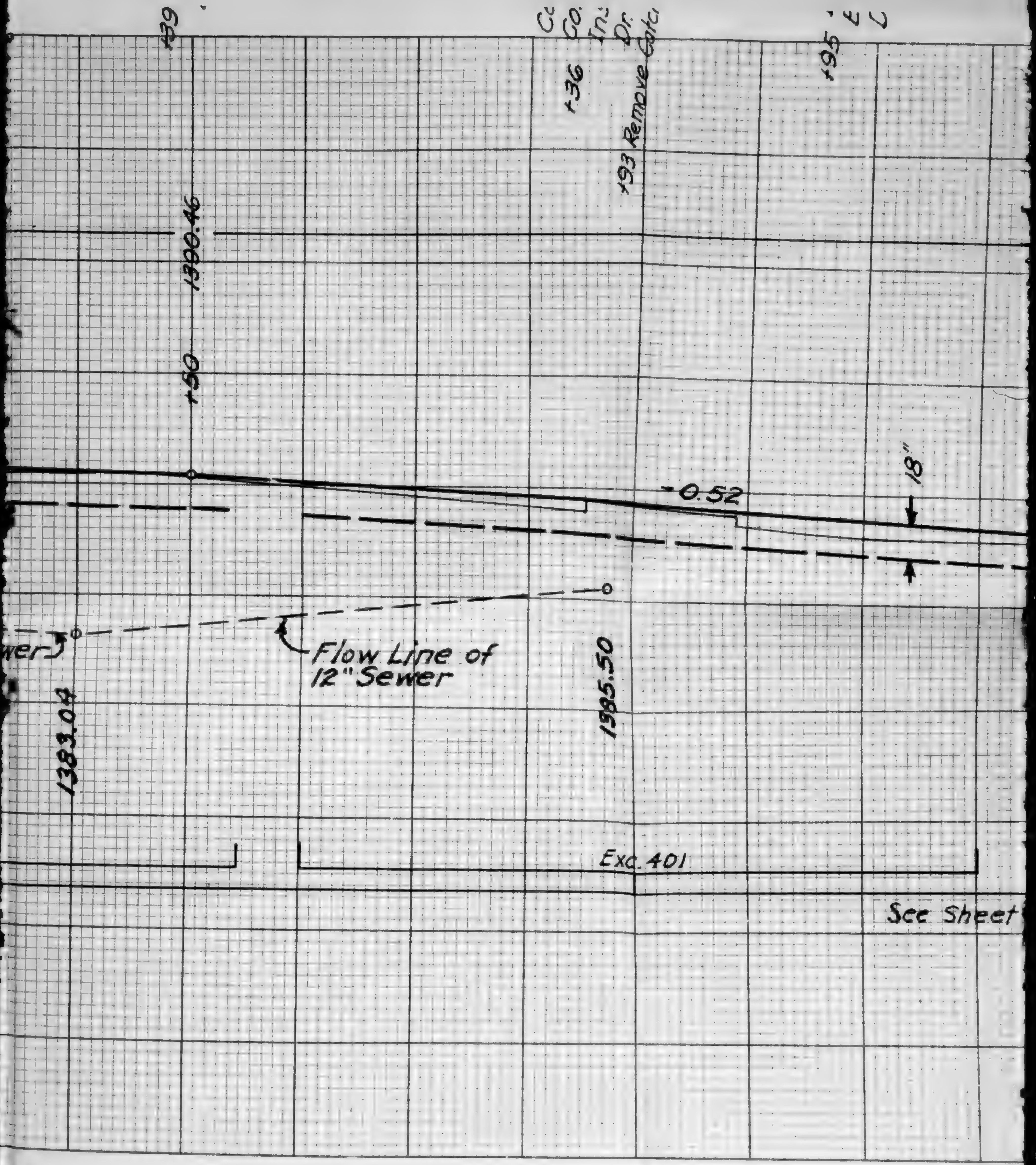

Topsoil
Min. Thick. 1'
4.76+44.52 POT BK=
L 0+00 Ah
Walk
54'00"E.
OAKDALE AVENUE
CHAPEL
MORTUARY
Const Catch Inlet-72'
Inst. 8" Sewer Pipe-67'
Extra under pav't 18 C.Y.
+07 Dr. Exc.
under pav't 64'
Dr. Exc. 21 C.Y.

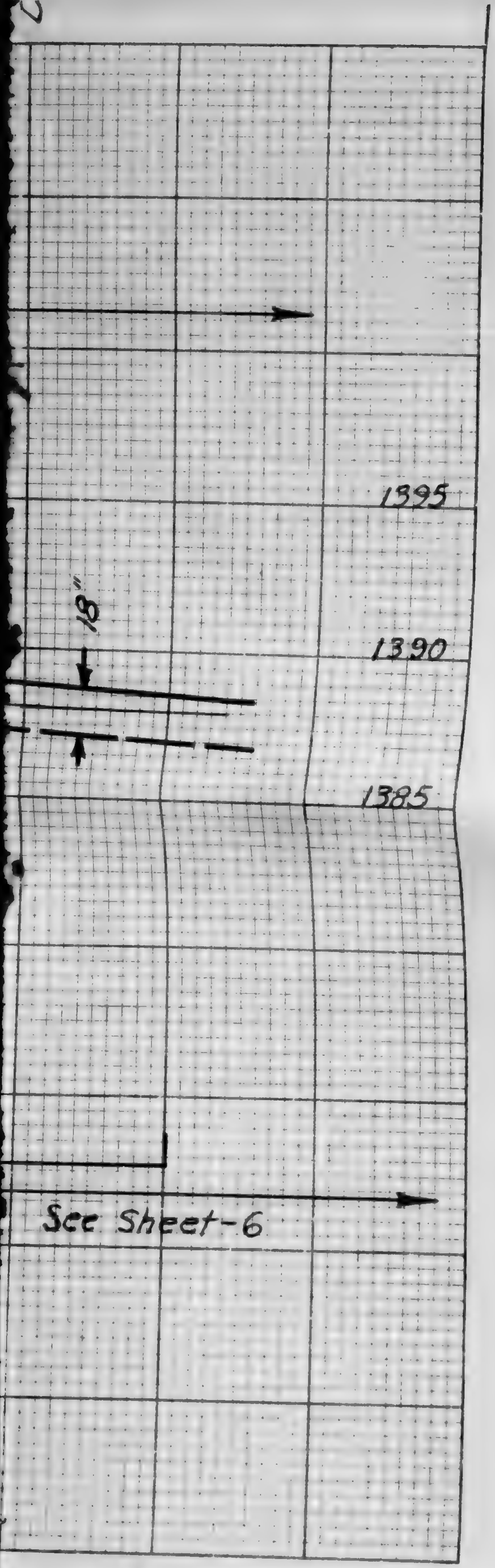
ORIGINAL SURVEY
NOTE BOOK
NO.____
SURVEYED____
PLOTTED____
TEMPLATE____
AREAS____
AREAS CHECKED____


1400
1395
1390
1396.65
+00
18"
+0.27
200'V.C.
1387.10
See Sheet-4 For Exc.


+52 Remo
Remove Curb 102'
Remove Walk 258
-1.04
Finish Grade. ℄
100' V.C.
Subgrade
1387.10
1386.20
1392.49
100
Exc. 1368


+40 Remove
+75
+00
+05
102'
258 Sq. Yd.
Remove Curb & Gutter 615'
Remove Pavement 211 Sq. Yd.
1391.21
-0.512
-0.25
Existing 30" Storm Sewer
1383.31
1383.04
Exc. 672


+39
Cc
Co.
In:
Dr.
+36
+93 Remove Catc
+95
E
C
1390.46
+50
-0.52
18"
wer
Flow Line of
12" Sewer
1383.04
1385.50
Exc. 401
See Sheet
75
76


18"
See Sheet-6

RECEIVED
DEC 5 1957
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US-217(4)

[illegible]

MISC. CONTRACTS and
AGREEMENTS No. 1913

Salem, Oregon
December 2, 1957

One-way Couplet Agreement
8th and Main Streets
Medford

308

Mr. C. G. Swenson
City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Medford covering the one-way couplet project on 8th and Main Streets in the City of Medford.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Medford, Oregon.

Secretary

rn
Attach:

REFERRED TO [illegible]
BY SECRETARY

& file

FORM E30—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 12, 1957

SUBJECT: One-way Couplet Agreement
8th and Main Streets
Medford

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of the subject named agreement. Two copies have been executed by the city and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
G S Paxson
~~ASST.~~ STATE HIGHWAY ENGINEER
Date Nov. 12, 1957

AUTHORIZED BY HIGHWAY COMMISSION
DATE 9-12-57 Minute Page 41
Secretary

Orig. 2 copies

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1957

SUBJECT: State-City Agreement
Proposed One-Way Couplet
Medford-Provolt Highway
Medford

GSP 308

To: C. G. Swenson
County-City Relations Engineer
Office

There are attached six copies of the State-City Agreement covering the proposed one-way couplet on Main and 8th Streets in the city of Medford.

These agreements have been checked, found correct and may be submitted to the City for signature.

For F. B. Crandall
Traffic Engineer

VPJ:njs

cc: G. S. Paxson

RECEIVED
OCT 16 1957
[illegible]

FORM 530—12½M—6-55—66206

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1957

SUBJECT: One-way couplet agreement
Elm Street-Riverside Avenue
(Medford) Section

To: G. S. Paxson
Assistant State Highway Engineer
Office

Submitted herewith are six copies of the above captioned agreement as per your request of September 23, 1957.

It is my understanding that City-County Relations Division will furnish copies of Exhibit "A" to be included in all copies of the agreement except the original to which the only one received by this office was attached.

Your notice is specifically drawn to paragraph 3 under General Provisions where the Commission agrees to deed to City, after project is completed, all right of way acquired for the same. This seems to be appropriate in that most of the right of way to be acquired is for widening of existing city streets. This matter was discussed with Mr. Williams and he agreed to including this provision.

G E Rohde
G. E. ROHDE
Assistant Counsel

GER:dm

Attach.

RECEIVED
OCT 11 1957
TRAFFIC ENGINEER

RECEIVED
OCT 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 3 1957
FOR FILING

U8-2[illegible]

5095

Medford
542
[illegible]

December 2, 1957

Mr. D. F. Huson, City Recorder
City Hall
Medford, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Medford covering the one-way couplet project on 8th and Main Streets in the City of Medford.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM E-123X 50M 5-57

RECEIVED
DEC 5 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]-377(4)

5695

November 21, 1957

Mr. L. R. Smith, Supt.
Southern Pacific Company
Union Station
Portland 9, Oregon

US-377(4)

Dear Sir:

We are mailing, under separate cover, a copy of the Special Provisions and Plans covering grading and paving work on the Elm St.-Front St. (Medford) Section of the Medford-Provolt Highway (Eastbound), in Jackson County.

Plans call for crossing at approximate grade three of your spur lines, at highway Stations 13+35.88, 13+61.04 and 13+76.83 respectively, and your main line at highway Station 13+90.

Provisions call for the contractor to protect your company's tracks, facilities or any communication lines and appurtenances thereof and also that he carry railroad protective and liability insurance.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

cc: Mr. W. M. Jackle,
Chief Engr. S.P.R.R. Co.
G. S. Paxson
J. W. DeSousa

NOTED
G. S. PAXSON

RECEIVED
NOV 23 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 3 1957
FOR FILING
OREGON DISTRICT
US-217(4)
08-35
5095

US-217(4)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

November 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project US-217(4), Elm Street-Front Street (Medford) Section of the Medford-Provolt Highway. This is to authorize your advertising for bids.

Award of contract will be withheld pending notification that all rights-of-entry have been acquired and until we are furnished a copy of the agreement between the Southern Pacific Railroad Company and the City of Medford or the State of Oregon covering the Eighth Street railroad crossing.

Please forward the usual copies of an encroachment resolution from the City of Medford covering the proposed construction.

Very truly yours,

C. G. Polk
Division Engineer

By:

A. F. Bester
A. F. Bester
Acting Division Engineer

p

RECEIVED
NOV 1 1957
FOR FILING
US-217(4)
[illegible] 5095

Medford.

542
308

November 1, 1957

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Dear Mr. Duff:

Herewith I am sending you five copies of a map showing the right of way across the Southern Pacific Company property on 8th Street in Medford and the easement for the sewer line to handle our surface drainage. I am also sending five copies of the descriptions for the three parcels in question.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gn
Encls.

cc Mr. W. C. Williams

Oregon & California Railroad (S. P. R. R.)

Columbus Avenue-Riverside Avenue (Medford)

Jackson County

File No. 27035
RR 10-25-57
8B-6-23

Medford-Provolt Highway

Right of Way and Easements

PARCEL NO. 1

A parcel of land lying in the North half (N½) of Section 30, Township 37 South, Range 1 West, W.M., Jackson County, Oregon; the said parcel being described as follows:

Beginning at the point of intersection of the Southwesterly prolongation of the center of 8th Street East, with the Northeasterly line of the land of the S. P. R. R. Co., a distance 100 feet Northeasterly measured at right angles from the original located center line of the main track of the S. P. R. R. Co.; thence Southeasterly along said Northeasterly line, being also the Southwesterly line of Front Street South, and parallel with said original located center line of main track 30 feet; thence Southwesterly parallel to the prolongation of the center line of 8th Street East, a distance of 80 feet; thence Northwesterly parallel with the center line of the main track of said Railroad, a distance of 30 feet to the Southwesterly prolongation of the center line of said 8th Street East; thence Northeasterly along the prolongation of the center line of 8th Street East to the place of beginning.

ALSO beginning on the Southwesterly line of Front Street South, at a point which is 35 feet Southeasterly of the intersection of the Southwesterly prolongation of the center line of 8th Street East with said Southwesterly line of Front Street South; thence Northwesterly along said Southwesterly line of Front Street South, a distance of 5 feet; thence Southwesterly parallel to the Southwesterly prolongation of the center line of 8th Street East, a distance of 5 feet; thence Easterly in a straight line to the place of beginning.

The parcel of land to which this description applies contains 2,413 square feet.

PARCEL NO. 2

A parcel of land lying in the North half (N½) of Section 30, Township 37 South, Range 1 West, W.M., Jackson County, Oregon; the said parcel being described as follows:

Beginning at the point of intersection of the Southwesterly prolongation of the center line of 8th Street East, with the Northeasterly line of the land of the S. P. Co., a distance 100 feet Northeasterly from (when measured at right angles to) the original located center line of the main track of the S. P. Co.; thence Southeasterly along said Northeasterly line, being the Southwesterly line of Front Street South, a distance of 30 feet; thence Southwesterly parallel with the Southwesterly prolongation of the center line of said 8th Street East, a distance of 80 feet, to a point which is 20 feet from (when measured at right angles to) said center line of the main track of the S. P. Co., and the true point of beginning; thence continuing Southwesterly parallel to the Southwesterly prolongation of the center line of 8th Street East to the Northeasterly line of that tract described in that deed to Myron Root and Co., Inc., recorded in Book 288, Page 105, of Jackson County Deed Records; thence Northwesterly along the Northeasterly line of said Root tract, a distance of 60 feet; thence Northeasterly parallel to the Southwesterly prolongation of the center line of 8th Street East to a line which is parallel to and 20 feet Northeasterly of said center line of the main track of the S. P. Co.; thence Southwesterly parallel to said railroad center line 60 feet to the true point of beginning.

The parcel of land to which this description applies contains 5040 square feet, more or less.

Oregon & California Railroad (S. P. R. R.)

Columbus Avenue-Riverside Avenue (Medford)

Jackson County

File No. 27035
RR 10-25-57
8B-6-23

Medford-Provolt Highway

Right of Way and Easements

PARCEL NO. 1

A parcel of land lying in the North half ($N\frac{1}{2}$) of Section 30, Township 37 South, Range 1 West, W.M., Jackson County, Oregon; the said parcel being described as follows:

Beginning at the point of intersection of the Southwesterly prolongation of the center of 8th Street East, with the Northeasterly line of the land of the S. P. R. R. Co., a distance 100 feet Northeasterly measured at right angles from the original located center line of the main track of the S. P. R. R. Co.; thence Southeasterly along said Northeasterly line, being also the Southwesterly line of Front Street South, and parallel with said original located center line of main track 30 feet; thence Southwesterly parallel to the prolongation of the center line of 8th Street East, a distance of 80 feet; thence Northwesterly parallel with the center line of the main track of said Railroad, a distance of 30 feet to the Southwesterly prolongation of the center line of said 8th Street East; thence Northeasterly along the prolongation of the center line of 8th Street East to the place of beginning.

ALSO beginning on the Southwesterly line of Front Street South, at a point which is 35 feet Southeasterly of the intersection of the Southwesterly prolongation of the center line of 8th Street East with said Southwesterly line of Front Street South; thence Northwesterly along said Southwesterly line of Front Street South, a distance of 5 feet; thence Southwesterly parallel to the Southwesterly prolongation of the center line of 8th Street East, a distance of 5 feet; thence Easterly in a straight line to the place of beginning.

The parcel of land to which this description applies contains 2,413 square feet.

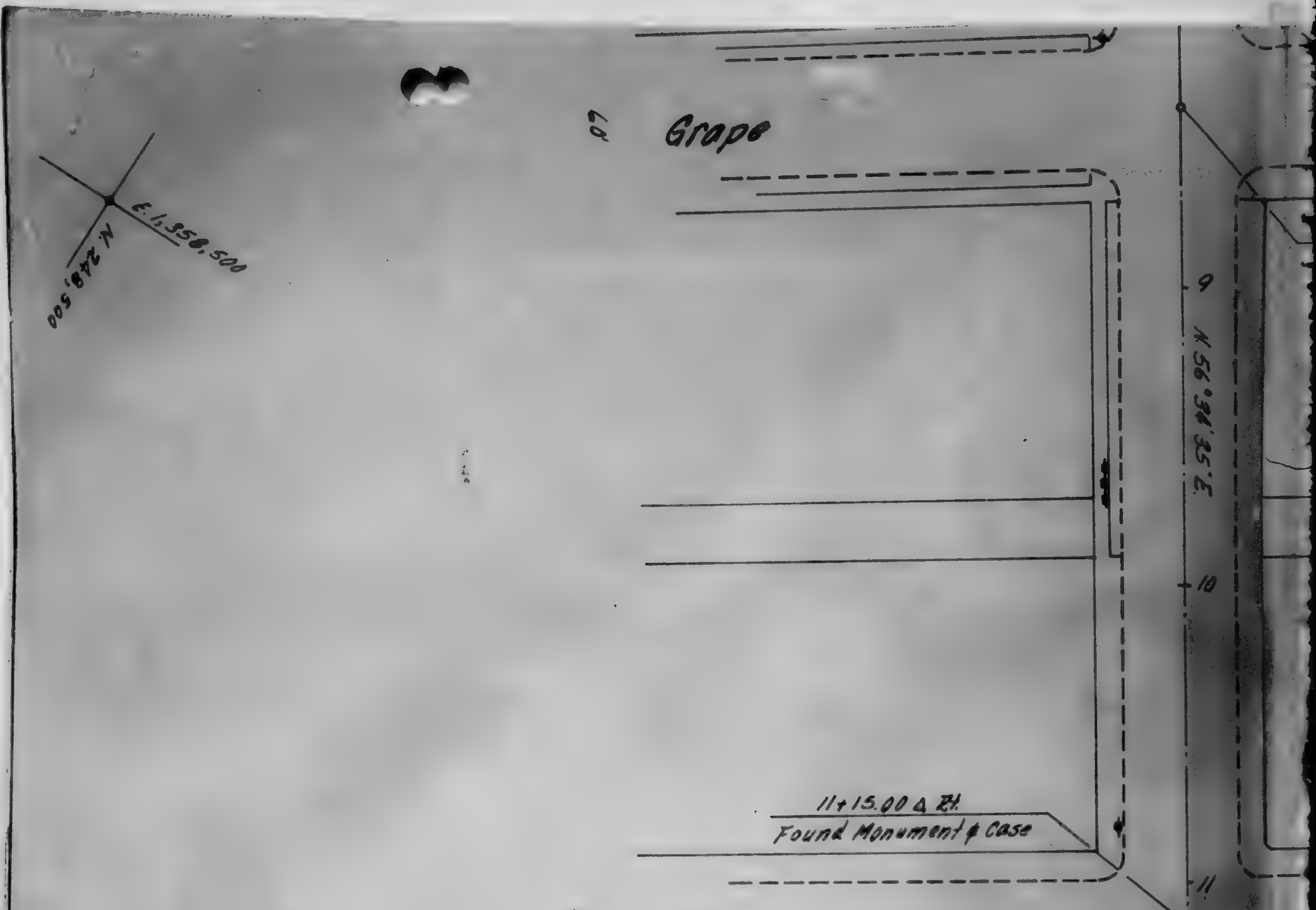
PARCEL NO. 2

PARCEL NO. 3

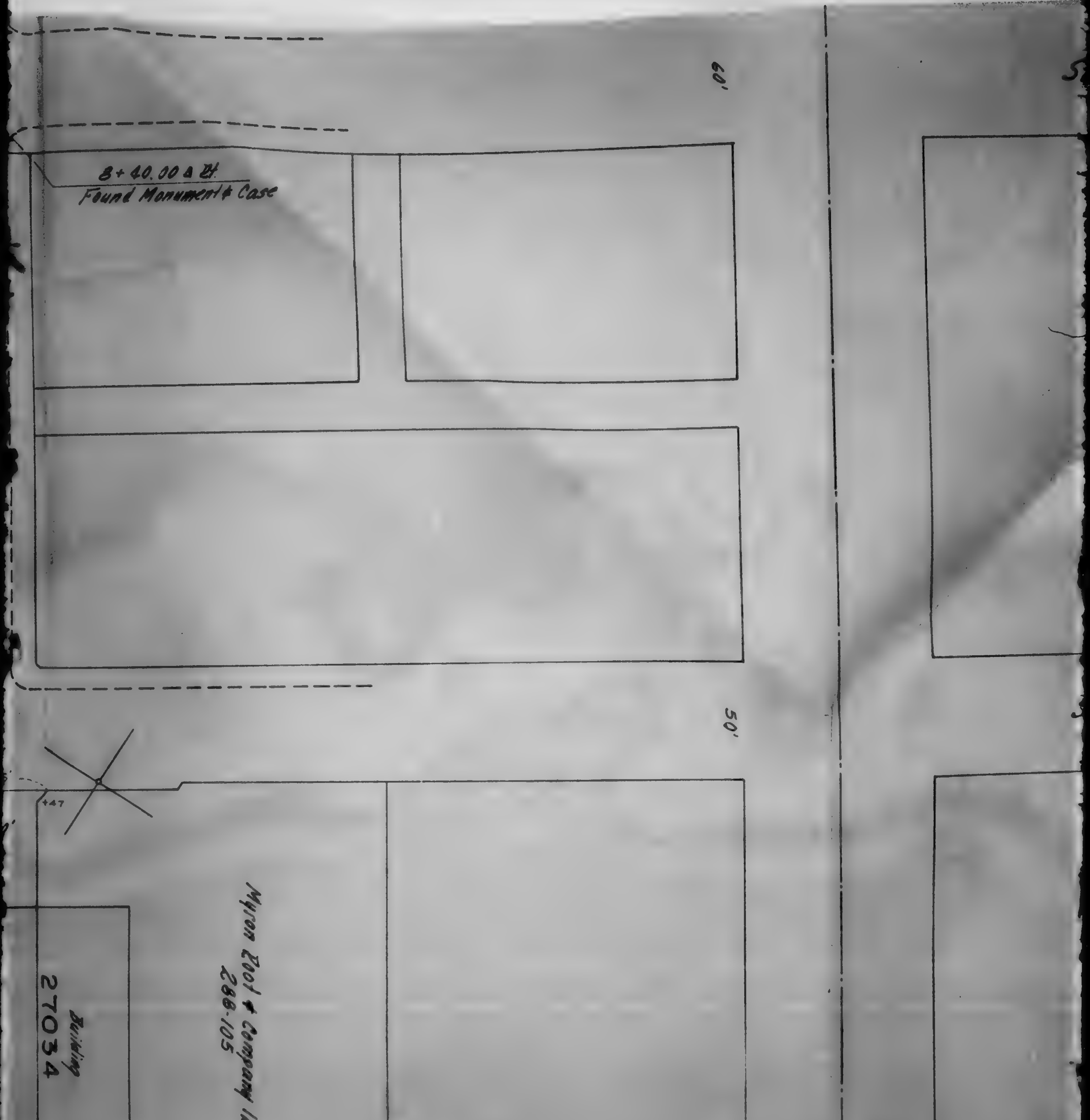
A parcel of land lying in the North half ($N\frac{1}{2}$) of Section 30, Township 37 South, Range 1 West, W.M., Jackson County, Oregon; the said parcel being a strip of land 5 feet in width lying Northeasterly of and adjacent to the Southwesterly right of way line of the S.P.R.R. Company, and extending Southeasterly from Parcel No. 2, a distance of 185 feet, to a line at right angles to said railroad right of way line; the Southeasterly termination of said strip of land extends 5 feet beyond an existing storm sewer.

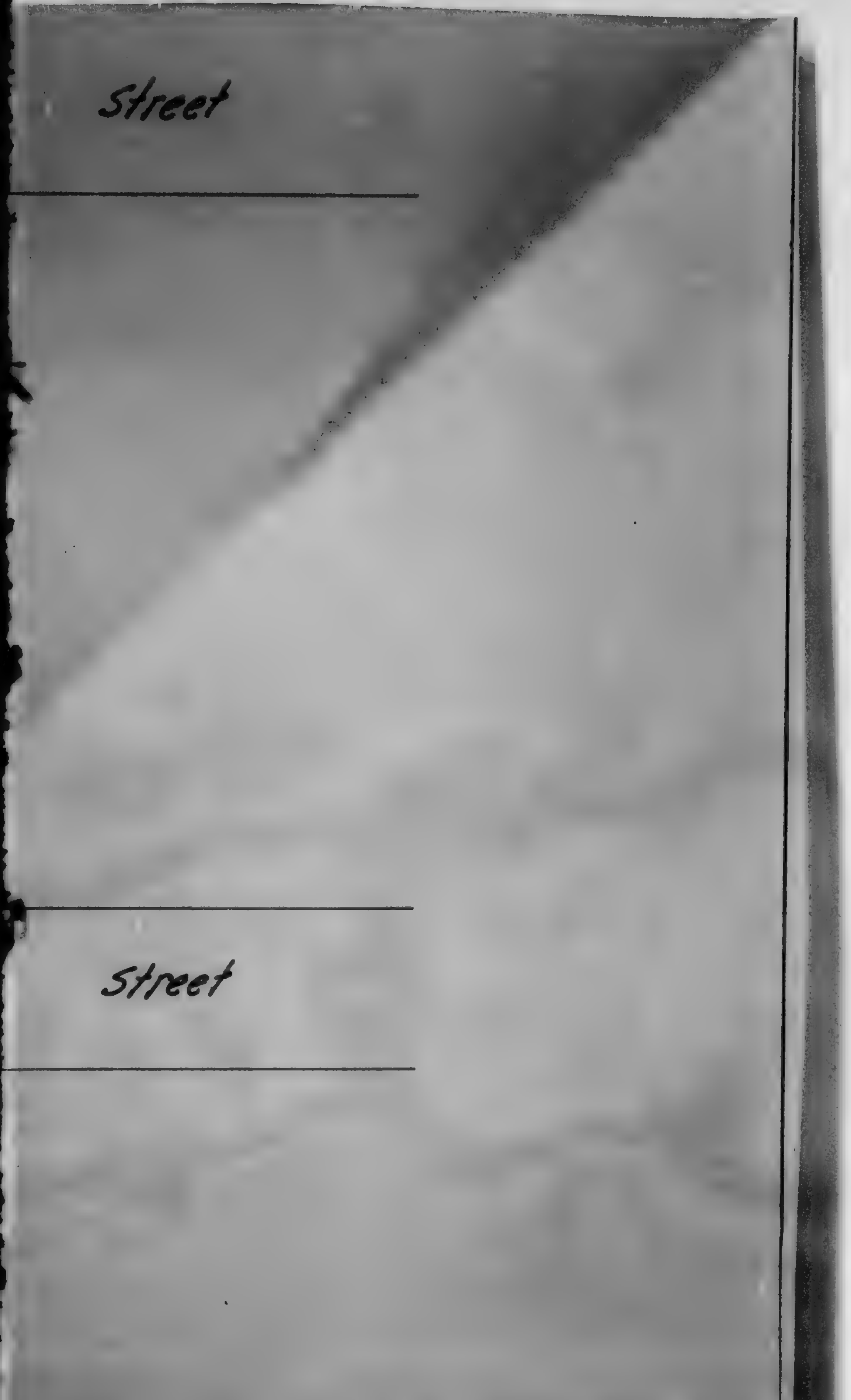
The parcel of land to which this description applies contains 0.02 acre.

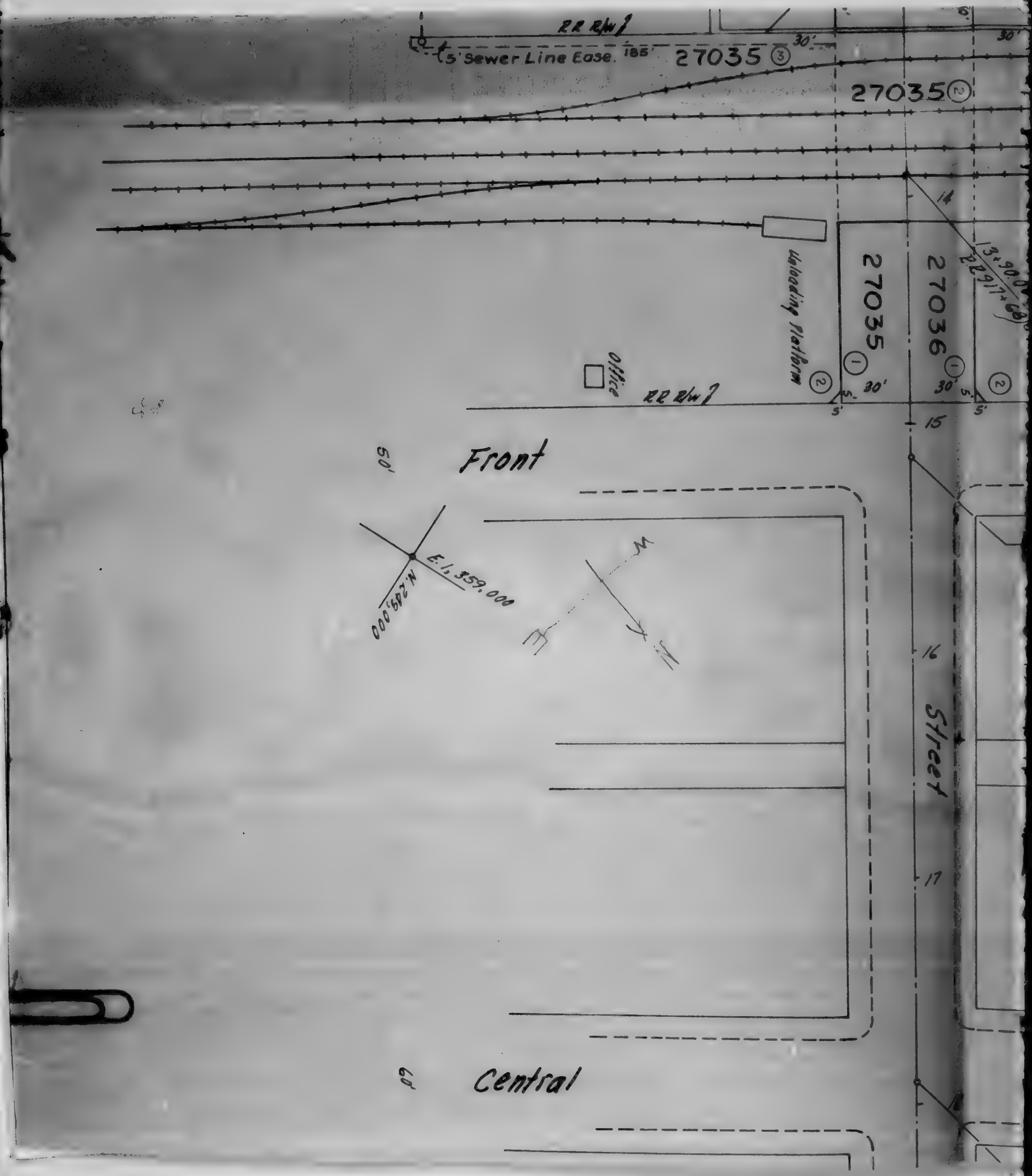
fs/br

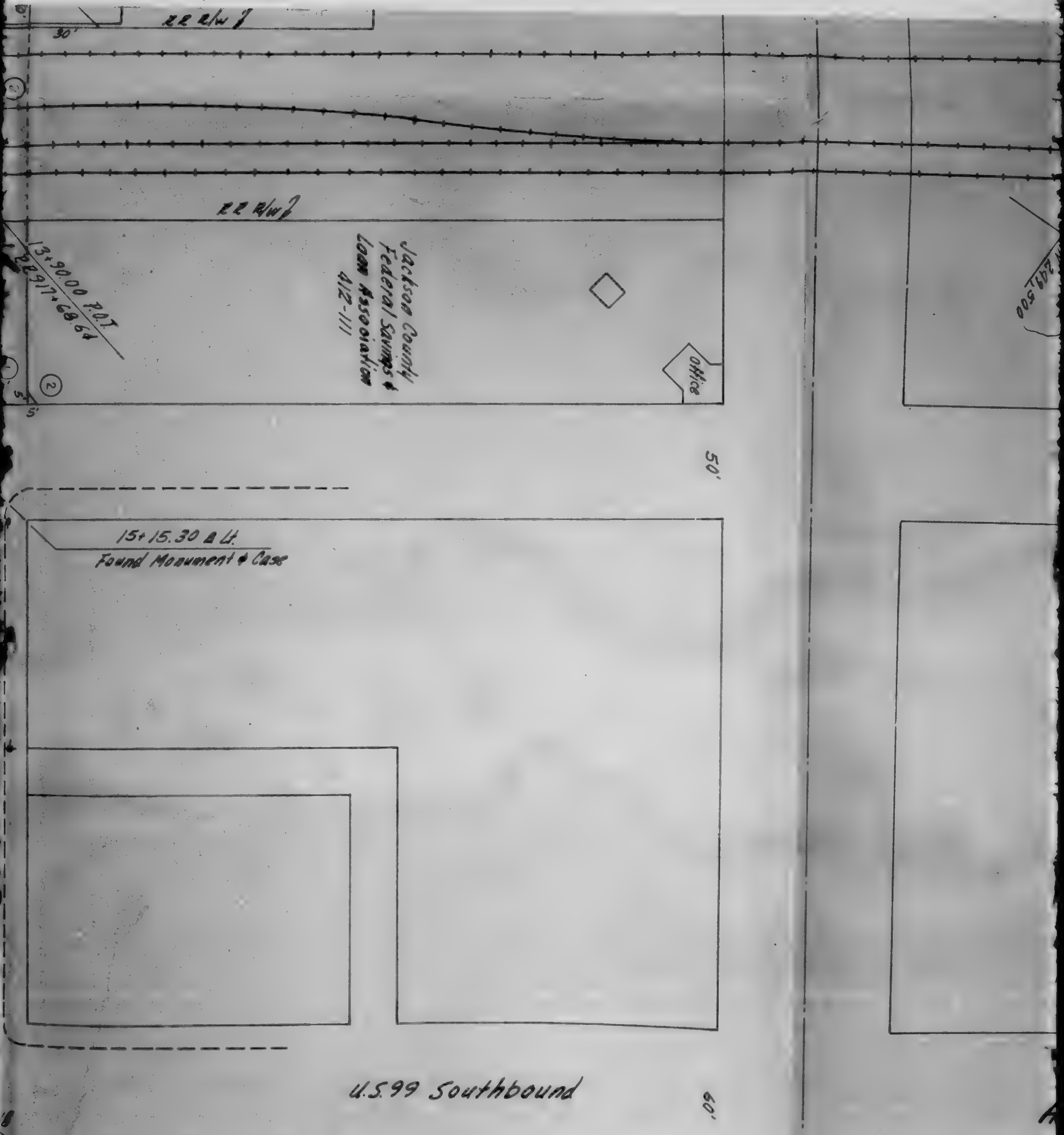


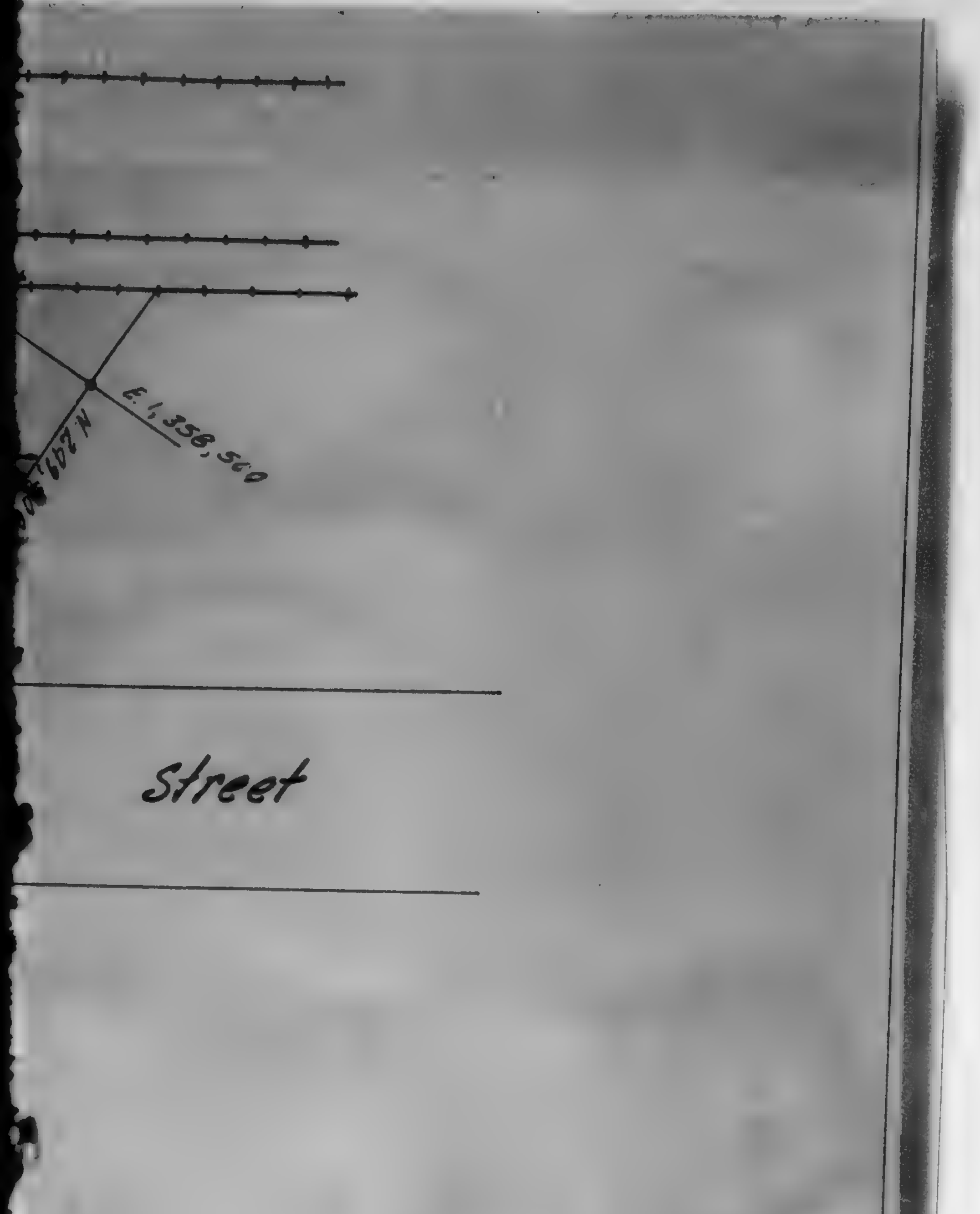
E 1,358,500
N 248,500
60'
Grape
9
N 56°34'35" E.
10
11+15.00 Δ P.I.
Found Monument & Case
11
50'
Fir
35'
35'
+47
+47
30'
30'
Existing Storm Sewer
12
N 56°35'05" E.
27034
13
30


8+40.00 Δ Rt.
Found Monument & Case
60'
50'
+47
Myron Root & Company Inc.
268-105
Building
27034


Street
Street


RR R/W
5' Sewer Line Ease. 185'
30'
27035 ③
27035 ②
14
13+90.0
RR 917+68
Unloading Platform
27035 ①
27036 ①
②
②
30'
30'
5'
5'
Office
RR R/W
15
50'
Front
E. 1,359,000
N. 289,000
N
E
N
16
Street
17
60'
Central
18


RR R/W
30'
RR R/W
13+90.00 P.O.T.
RR 917+68.64
Jackson County
Federal Savings &
Loan Association
412-111
Office
②
5'
5'
50'
249,500
15+15.30 ℄ Lt.
Found Monument & Case
U.S.99 Southbound
60'


N.249,00
E.1,358,500
Street
Avenue

FORM E30—50M—3-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1957

SUBJECT: File No. 27035 - Oregon & Calif. Railroad (S.P.R.R.)
Columbus Avenue-Riverside Ave., Medford
Jackson County
One-way Couplets

To: Mr. C. S. Paxson
Ass't. State Highway Engineer
OFFICE

We hand you herewith 6 copies, each, of map and description for right of way and Easements through Southern Pacific Railroad property on the above-named file.

Walter T. Wright
WALTER T. WRIGHT
Ass't. Right of Way Engineer

WTW:IH
(in duplicate)
Enclosures
Maps (6)
Descriptions (6)

RECEIVED
OCT 31 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 28 1957
FOR FILING

118-21704

5095

October 25, 1957

542

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Dear Mr. Duff:

Herewith a set of the preliminary plans for the one-way-street couplet in Medford. You will note that these are all stamped "Preliminary Copy, Subject to Change". It is not anticipated that any very material change will be made in the final plans, but there may be some details that will have to be worked over.

We are preparing descriptions for the right of way across the Southern Pacific Company's property and for the easement for the installation of the sewer line on the railroads' property. The location of this sewer line is shown on Sheet 6.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. F. B. Crandall

CEIVED
CT 24 1957
FOR FILING
118-217(4)
5095

October 23, 1957

308
[illegible]

Mr. L. R. Smith
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Re: Storm sewer on 8th Street in Medford

Attention: Mr. E. A. Kendrew

Dear Sir:

Further examination in the field shows that there now is a storm sewer on your right of way approximately 188 feet south of 8th Street which runs southerly to 9th and then crosses. We can tap into this line and will not need to go under your tracks on 8th. This would require an easement to construct the line immediately adjacent to your westerly right-of-way line between 8th Street and this sewer. I am attaching a print showing the location of the proposed sewer connection.

I understand that the City of Medford is obtaining the easement for the construction of 8th Street across your tracks, and I would suggest that the easement for this sewer line be made a part of the same document.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Frank Hall

FA sheet 6
Elm St. - Front St. (Medford) [illegible]
Medford [illegible] (East end)

RECEIVED
OCT 17 1957
FOR FILING

118-217(4)

FORM E-80X—97,800—5-57—1477

5095

308

542

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1957

SUBJECT: State-City Agreement
Proposed One-Way Couplet
Medford-Provolt Highway
Medford

GSP 308

To: C. G. Swenson
County-City Relations Engineer
Office

There are attached six copies of the State-City Agreement covering the proposed one-way couplet on Main and 8th Streets in the city of Medford.

These agreements have been checked, found correct and may be submitted to the City for signature.

For

F. B. Crandall
Traffic Engineer

VPJ:njs

cc: G. S. Paxson

OTED
SON

RECEIVED
OCT 15 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 15 1957
FOR FILING

G. S. Paxson

US-217(4)

5095

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 9, 1957

SUBJECT: One-way couplet agreement
Elm Street-Riverside Ave.
(Medford) Section
Medford-Provolt Highway #272
City of Medford

To: R. L. Porter
Right of Way Engineer

OFFICE

Enclosed herewith is a copy of a form of agreement between the Highway Commission and the City of Medford involving the establishment of a one-way couplet to carry the above named highway through the city.

You will note that under the terms of this agreement, if it be executed by the City and the State, that the State will acquire all of the necessary right of way and that the City will participate in the actual cost thereof, together with our costs of acquisition. You will also be interested to note that, under paragraph 3 of the General Provisions, the State will convey to the City all rights of way acquired for the project after the same has been completed. It is thought that with this advance knowledge you will be able to keep your records so as to be able to furnish the costs to bill the City, and also will be able to transfer title to the right of way at the appropriate time.

G. E. ROHDE
Assistant Counsel

GER:br
Enc.
cc: G. S. Paxson
Leonard I. Lindas
Earl Saling

NOTED
G. S. PAXSON

RECEIVED
OCT 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 9 1957
FOR FILING

118-217(4)

5095

October 8, 1957

Mr. L. R. Smith
Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

In the one-way couplet of Main and Eighth Street in Medford it will be necessary that we put a storm sewer on Eighth Street under your tracks. I am attaching hereto a print showing the location of this storm sewer.

We propose to use a 15-inch corrugated metal pipe of 12-gage metal in accordance with the standards which you set up in your letter of February 6, 1956 in connection with the sewer line which crosses under your yards at the lower end of the Banfield Freeway in Portland.

Since this pipe is much too small to handle by jacking, it will be necessary to make an open trench under your tracks. I assume that it will be feasible to put one track out of operation at a time so that the installation can be made.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Frank Hall

RECEIVED
OCT 1 1957
FOR FILING

US 217(4)

5095

October 3, 1957

542

Mrs. L. R. Thomas
Chairman of Conservation
Medford Garden Club
3646 Calhoun Road
Medford, Oregon

Dear Mrs. Thomas:

Replying to your letter of September 25, we are presently preparing plans for the development of 8th Street in Medford, as a part of a one-way couplet from Elm Street to Riverside Avenue. This is a cooperative project between the State Highway Department and the City of Medford. Under these plans it will be necessary to remove the trees that are now located in the parking strip in both blocks south of the courthouse and south of the library. It will also be necessary to remove one additional tree south of the courthouse. This line cannot be moved any farther south in an effort to save these trees due to the restricted distance to the mortuary in the block south of the courthouse.

We certainly appreciate the feeling of you and your club in regard to the removal of these trees. It has always been our policy to save trees where at all possible.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Robert Duff - with copy of Mrs. Thomas' letter
City Manager
Medford

Mr. Forrest Cooper
Mr. Tom Edwards

DJB:jk fn

AFFILIATED WITH THE OREGON
FEDERATION OF GARDEN CLUBS
AND THE NATIONAL COUNCIL
OF STATE GARDEN CLUBS, INC.

Medford Garden Club MEDFORD, OREGON

REFERRED TO
Cooper
By State Highway Engineer

3646 Calhoun Rd.
Medford, Oregon
September 25, 1957

W. C. Williams, Engineer
Oreton State Hiway Department
Salem, Oregon

PLEASE RETURN TO
FORREST COOPER

Dear Sir:

We understand that there are plans in process for developing 8th street in Medford, as a through street to be opened up across Bear Creek.

It has been said that there are some plans to widen the street on the South side of the Court House, which would necessitate the removal of the lovely trees along the South side of the Court House.

I have been instructed by the members of the Medford Garden Club to ascertain whether or now this rumor is true, and if there are any such plans for the destruction of these beautiful trees.

Members of the Garden Club, and other residents, feel this act would destroy a great deal of the beauty of this part of Medford.

If such a plan is considered, would it also affect the trees on the South side of the Library Park?

I would appreciate an early reply, since I am expected to report on this at Thursday's meeting.

Thank you most sincerely,

Very truly yours,
Mrs L. R. Thomas
Mrs. L. R. Thomas, Chairman
of CONSERVATION
Medford Garden Club

RECEIVED
SEP 30 1957
FOR FILING

Salem, Oregon
September 23, 1957

One-way Couplet Agreement
Elm Street-Riverside Avenue (Medford) Sectio
Medford-Provolt Highway #272
City of Medford

Mr. Leonard I. Lindas
OFFICE

The State Highway Commission plans to call for bids on the subject named project in the near future. It is requested that an agreement be prepared covering the following points:

RECITALS: Standard paragraphs

THINGS TO BE DONE BY STATE

1. State shall prepare the plans, obtain all necessary right-of-way by purchase or otherwise, let and award all contracts, and supervise construction of the project in accordance with the plans attached hereto marked Exhibit "A" and by this reference made a part hereof. The route of the one-way couplet will be westbound traffic on Main Street from Riverside Avenue to Elm Street, southbound traffic on Elm Street from Main to 8th Street, eastbound traffic on 8th Street from Elm Street to Riverside Avenue.

2. State shall, without cost to City, relocate or reconstruct, or cause to be relocated or reconstructed, all PRIVATELY OWNED utility conduits, lines, poles, mains, pipes, and other facilities which are located on PRIVATE PROPERTY, and which it will be necessary to relocate or reconstruct to conform to the proposed plans for the project.

3. State shall pay to City the actual cost incurred by City in moving, or causing to be moved, the CITY OWNED water and sewer lines, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities that have to be relocated or reconstructed because of this project, whether said City owned property is located on PUBLIC OR PRIVATE PROPERTY. Included in the cost to be paid to City will be the cost of any additional pipe or conduits that the relocation or reconstruction make necessary, but State shall not pay the City the cost of replacing any existing water or sewer pipes, mains, or conduits, or any meters, hydrants, or valves.

4. State shall install interconnected traffic signals of the fixed-time type with far overhead vehicular indications and corner wait-walk pedestrian indicators at the following intersections:

Eighth Street and Riverside Avenue
" " " Front Street
" " " Grape Street
" " " Oakdale Street
" " " Orange Street
" " " Hamilton Street
Main Street " Orange Street
" " " Hamilton Street

Said signals are shown colored in blue on Exhibit "A." These traffic signals are to be interconnected and made an integral part of the traffic control system, as determined by the State Highway Engineer or his duly authorized representative, and operated according to a timing program furnished by State.

5. State shall revise existing traffic signals to conform with the specifications as described and set forth in paragraph 4 above at the following intersections:

Main Street and Riverside Avenue
" " " Bartlett Street
" " " Central Street
" " " Front Street
" " " Fir Street
" " " Grape Street
" " " Oakdale Street
Eighth " " Central Avenue

Said signals are shown colored in yellow on Exhibit "A."

6. State shall pay, in the first instance, all costs incurred in completion of the project. Upon completion of the project, State shall submit to City an itemized statement of the total actual cost of the project. The total actual cost shall be shared by State and City, State to pay seventy-five per cent (75%) thereof and City to pay twenty-five (25%) thereof, it being understood that the total actual cost shall cover the following:

a. All required right-of-way costs and all costs incurred in acquisition of right-of-way.

b. All street construction costs including construction engineering.

c. All costs incurred in the furnishing and installing of all traffic signals.

If the total actual cost is less than the amount of the advance deposit made by City, as described and set forth in paragraph 5 under THINGS TO BE DONE BY CITY, then State shall reimburse City the Sum by which the deposit paid by City, as hereinafter provided, exceeds City's share of the total actual cost.

7. State, by execution of this agreement, consents to City designating as one-way streets those streets described in paragraph 8 under THINGS TO BE DONE BY CITY.

8. State shall mark and sign the route of the Medford-Provolt Highway in the city of Medford.

9. State, upon being furnished an itemized statement in triplicate by City of the reimbursable costs incurred by City for installing certain railroad grade crossing protection signals, shall pay to City an amount equal to seventy-five per cent (75%) of the total final cost, it being understood that City is to pay the remaining twenty-five per cent (25%). The locations of said signals are as follows:

a. New signals being installed at Eighth Street crossing.

b. Revise existing signals at Main Street crossing.

10. State shall, as long as any or all portions of said project remain the route of a state highway, maintain the area between curbs lines of said portions of said project over which state highway traffic is routed.

THINGS TO BE DONE BY CITY

1. City, by execution of this agreement, approves the plans attached hereto marked Exhibit "A," including the provisions as set forth under THINGS TO BE DONE BY STATE.

2. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all CITY OWNED water, sewer, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project. City will be reimbursed by State as set forth in paragraph 3 under THINGS TO BE DONE BY STATE.

3. City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all PRIVATELY OWNED water and sewer lines, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature which are located within any PUBLIC STREET OR WAY within the city limits, and which are required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project. To this end City shall exercise all its municipal powers, including its legislative power, to require the relocation or reconstruction of such facilities.

4. City, by execution of this agreement, does hereby give its consent as required by ORS 373.030(2), to any and all changes of grade, if

any there be, in connection with or arising out of, the proposed project. City shall save and hold harmless the State of Oregon, the State Highway Commission, the members thereof, its officers, employees, agents, and contractors from any and all claims, causes of action, damages, or costs arising out of any change of grade which may be occasioned by the carrying out of this project, and from any claims, causes of action, damages, or costs predicated upon ORS 373.040. All of the obligations of City under this paragraph are limited to territory within the city limits.

5. City, before award of a contract, shall deposit with State an amount equal to twenty-five per cent (25%) of the following:

a. Estimated total cost of all right-of-way based on appraised values, plus estimated acquisition costs incurred in obtaining said right-of-way.

b. Estimated total cost of the street construction work based on the low bid. The estimated total cost of the street construction work as that term is used herein means the total sum of all bid items as contained in the low acceptable bid, plus additional anticipated items, plus 12-1/2% of the said bid and additional anticipated costs for engineering and contingencies.

c. Estimated total cost of furnishing and installing traffic signals. Said cost is estimated to be $43,000.

It is understood that when the work described in paragraph 6 under THINGS TO BE DONE BY STATE has been performed and the balance of the project completed, City shall be furnished an itemized statement of ~~construction~~ total actual costs, and if the deposit made by City exceeds City's share, then the surplus shall be refunded to City by State. If the said deposit is not equal to the cost of ~~said construction~~ the project, then City shall pay to State such an amount of money as, when added to the sum of the deposit, will equal the total actual cost ~~for said construction~~ of the project.

6. City shall, in the first instance, pay all costs incurred in the furnishing and installing of the railroad grade crossing signals.

7. City agrees to the provisions as described and set forth in paragraph 9 under THINGS TO BE DONE BY STATE.

8. City shall enact and enforce, or keep in effect and enforce, the necessary ordinances or resolutions designating the following streets as one-way streets:

a. Main Street westbound from Riverside Avenue to Elm Street.

b. Eighth Street eastbound from Elm Street to Riverside Avenue.

c. Elm Street southbound from Main Street to Eighth Street.

9. City shall enact and enforce, or keep in effect and enforce, the necessary ordinances or resolutions prohibiting parking on the following streets at the following locations:

At Main and Hamilton Streets

On the north side of Main Street from the west property line of Rose Street to the west property line of Hamilton Street.

On the south side of Main Street from the east property line of Hamilton Street to the east property line of Rose Street.

On the west side of Rose Street from the north property line of Main Street to a point fifty feet north thereof.

On the east side of Hamilton Street from the south property line of Main Street to a point fifty feet south thereof.

At Main and Orange Streets

On the north side of Main Street from the west property line of the north leg of Orange Street to the west property line of the south leg of Orange Street.

On the south side of Main Street from the east property line of the south leg of Orange Street to the east property line of the east leg of Orange Street.

On the east side of the south leg of Orange Street from the south property line of Main Street to a point fifty feet south thereof.

On the South Side of Main Street

From the east property line of Elm Street to a point fifty feet east thereof.

From the west property line of Elm Street to a point 100 feet west thereof.

On Elm Street

On the west side from the south property line of Main Street to a point 100 feet south thereof.

On the east side:

a. From the south property line of Main Street to a point fifty feet south thereof.

b. From the north property line of Eighth Street to a point 100 feet north thereof.

On Eighth Street

On the north side from the east property line of Elm Street to a point twenty-five feet east thereof.

At Eighth and Orange Streets

On the west side of Orange Street from the north property line of Eighth Street to a point fifty feet north thereof.

On the east side of Orange Street from the south property line of Eighth Street to a point fifty feet south thereof.

At Eighth Street and Oakdale Avenue

On the east side of Oakdale Avenue from the south property line of Eighth Street to a point fifty feet south thereof.

10. City shall enact and enforce, or keep in effect and enforce, necessary ordinances or resolutions establishing as through-stop streets all portions of the existing or future streets that are to become a part of the Medford-Provolt Highway.

11. City shall pass an ordinance or resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement and the same shall be made a part hereof and attached hereto.

12. City shall maintain the signals after installation and shall pay for all electrical energy consumed.

13. City shall make no changes in the timing program without the prior approval, in writing, of the State.

14. City, at its own expense, shall trim such trees as may be necessary in order to insure clear visibility of the signal heads to be installed pursuant to this agreement.

15. City shall arrange for such pole contacts and power services as are necessary for the successful completion of the installations on said project.

16. If, upon completion by State of said project, the construction of additional sidewalks or reconstruction of existing sidewalks become necessary along the streets described in paragraph 1 under THINGS TO BE DONE BY STATE, the construction of said sidewalks shall be the obligation of City.

GENERAL PROVISIONS

1. City and State agree that rental costs for the said Pacific Telephone and Telegraph Company circuits shall be shared equally by City

and State with City paying the monthly bill in the first instance and subsequently billing the State for its share of the cost.

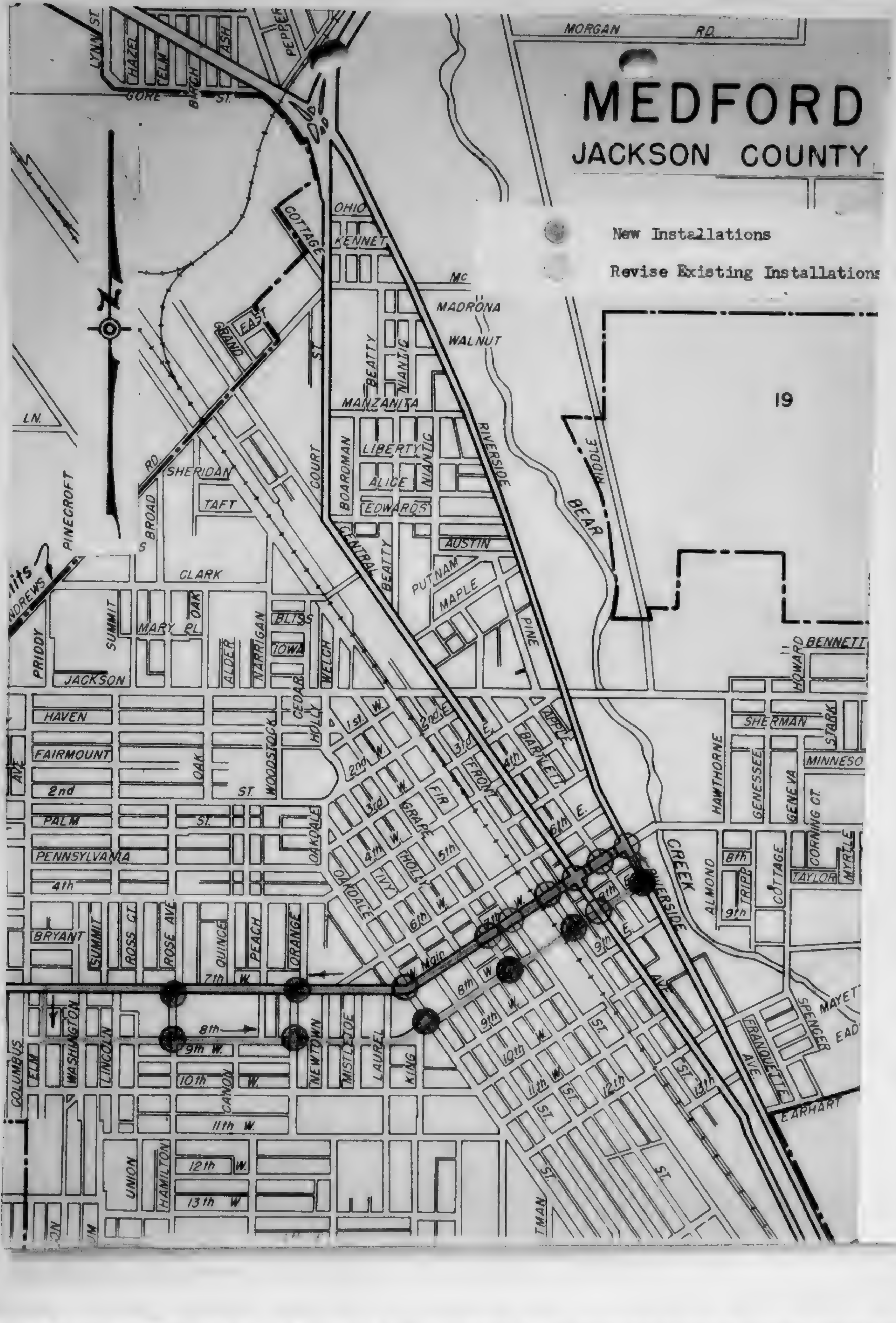
2. City and State agree that at such time as material installed pursuant to this agreement is in need of replacement, the cost of such replacement shall be shared equally; however, this provision is not to apply in the event that the Medford-Provolt Highway or another state highway is not routed over and through the aforementioned intersections at the time the replacement of said equipment becomes necessary.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of Exhibit "A" will be furnished by the County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson


MEDFORD
JACKSON COUNTY
● New Installations
○ Revise Existing Installations
19
MORGAN RD.
LYNN ST.
HAZEL
ELM
BIRCH
ASH
PEPPER
GORE ST.
COTTAGE
OHIO
KENNET
MC
MADRONA
WALNUT
GRAND
EAST
ST.
BEATTY
NIANTIC
MANZANITA
LN.
RD.
SHERIDAN
TAFT
BROAD
PINECROFT
COURT
BOARDMAN
LIBERTY
ALICE
EDWARDS
RIVERSIDE
BEAR
RIDDLE
CENTRAL
AUSTIN
PUTNAM
MAPLE
PINE
CLARK
ANDREWS
PRIDDY
SUMMIT
MARY PL.
OAK
ALDER
NARRIGAN
BLISS
IOWA
WELCH
JACKSON
BENNETT
HOWARD
HAVEN
CEDAR
HOLLY
1st W.
2nd E.
3rd E.
4th
APPLE
BARTLETT
FRONT
SHERMAN
STARK
FAIRMOUNT
AVE
WOODSTOCK
2nd W.
FIR
HAWTHORNE
GENESSEE
GENEVA
MINNESOTA
2nd
ST.
3rd W.
GRAPE
6th E.
PALM
OAKDALE
CORNING CT.
MYRTLE
PENNSYLVANIA
4th W.
5th
CREEK
ALMOND
8th
TRIPP
9th
TAYLOR
4th
IVY
6th W.
RIVERSIDE
BRYANT
ROSS CT.
ROSE AVE
QUINCE
PEACH
ORANGE
7th W.
W. Main
8th W.
9th E.
AVE
SPENCER
MAYETTE
EADS
8th
9th W.
COLUMBUS
WASHINGTON
LINCOLN
NEWTOWN
MISTLETOE
LAUREL
KING
10th W.
10th
11th W.
12th
13th
FRANQUETTE AVE.
EARHART
CANON
UNION
HAMILTON
12th W.
13th W.

RECEIVED
SEP 19 1957
FOR FILING

[illegible]

[illegible]

Salem, Oregon
September 18, 1957

Medford one-way couplet

Mr. Tom Edwards
Mr. F. B. Crandall
Mr. R. L. Porter
Mr. C. G. Swenson

Gentlemen:

Decision has been made to change the western terminus of the Main Street-Eighth Street one-way couplet in Medford from Columbus Avenue to Elm Street. The couplet will now take westbound traffic via Main Street. Eastbound traffic will come in on Main Street to Elm Street, turn right one block on Elm Street and thence east over Eighth Street.

Elm Street now has a 36-foot pavement and will not be widened. The southwest corner at Main and Elm Streets and the northeast corner of Eighth and Elm Streets will be cut back to adequate radius curves.

Mr. Crandall will furnish channelization and signalization details. Mr. Swenson will prepare State-City agreements. Right of way will be handled by the State, except for Southern Pacific property, but before any right of way is negotiated for we are to have formal advice from the City that no further public hearing is required.

Very truly yours,

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams

FORM E-30X—25M—9-55—98209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Sept. 16, 1957

SUBJECT:

To: R. L. Porter
Right of Way Engineer
OFFICE

Attention: Don Morlin
Appraisal Supervisor

Regarding the Main St.-Eight St. Couplet of the Medford-Provolt Highway, Jackson County, an appraisal was made of the properties located on Elm St. in the city of Medford, which may be affected if the line is moved from Columbia St. to Elm St.

This appraisal amounts to $7,150.00 against the Elm St. appraisal of $6,350.00. In other words the total in our line appraisal would be approximately $1,000.00 less than previously indicated.

W. H. Witt
Right of Way Agent

WHW:md
cc: Tom Edwards
Glen Paxson

Route	R of W	Const	Total
Elm st.	$6380	$9000	$15,380
Columbus st.	7150	18.000	25.150
Chestnut. st.	25000	22000	47,000

NOTED
G. S. PAXSON

RECEIVED
SEP 17 1957
OFFICE OF
STATE HIGHWAY ENGINEER

9-16-57
(Estimates from Witt and Noll)

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FOR FILING

US-217(4)

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September 3, 1957

Oregon State Highway Commission

Gentlemen:

At the request of the City of Medford we have been arranging the details and making surveys for a one-way street couplet, using Main Street (westbound) and 8th Street (eastbound).

We are now in substantial agreement with the City and are preparing the final draft of an agreement covering the matter. In order to expedite the project, I am asking your approval of the survey as shown on the accompanying sketch. The project will be financed with [illegible] per cent State funds; [illegible] per cent City funds. This will apply to construction, right of way, and signal lights. The City will maintain the signal lights and furnish electrical energy after installation.

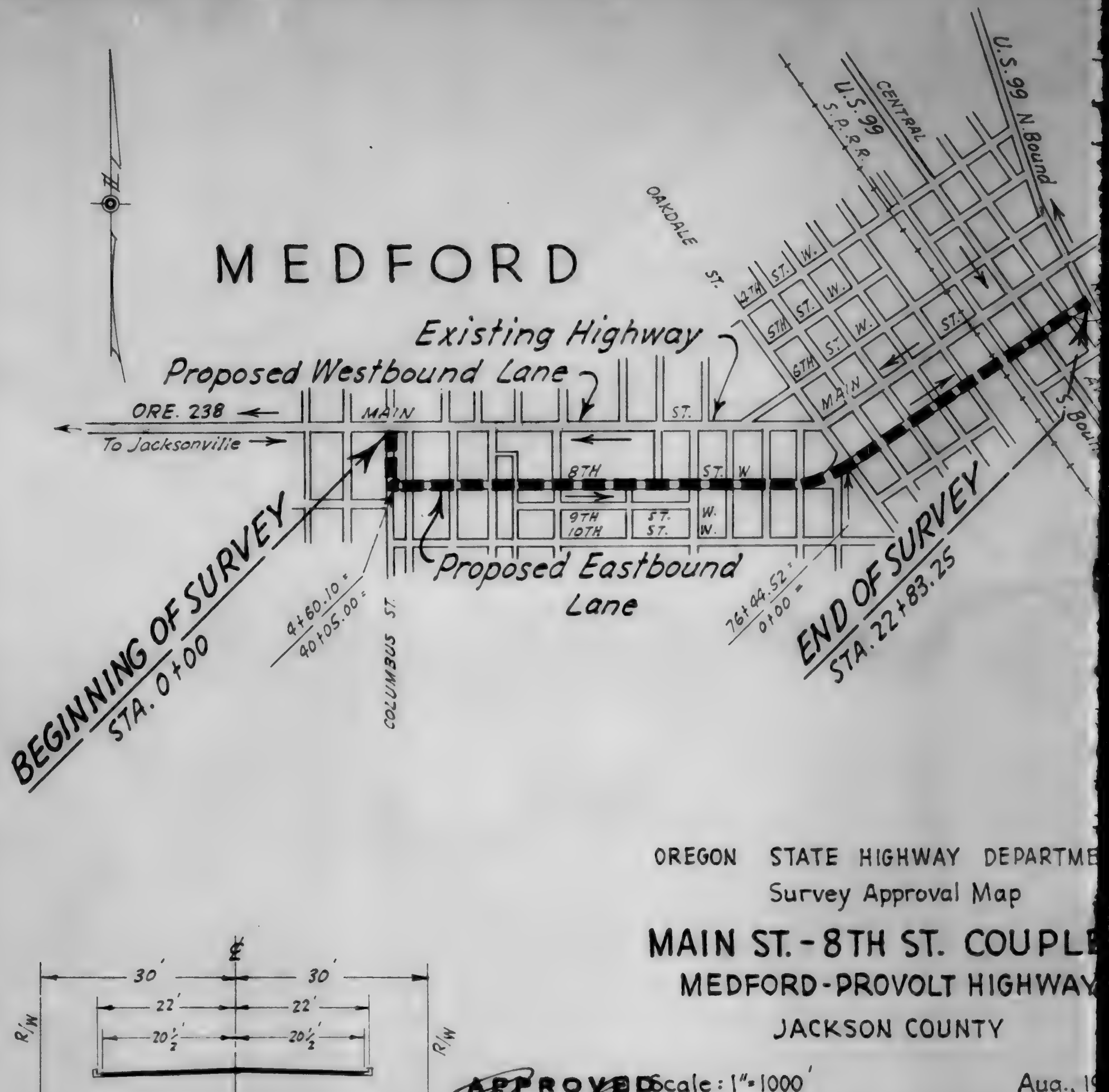
This matter will be on the agenda for your consideration September 12 and 13, and it is my recommendation that you approve the survey.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards
Mr. R. L. Porter

FC:me hi


N
MEDFORD
U.S. 99
S.P.R.R.
CENTRAL
U.S. 99 N. Bound
OAKDALE ST.
12TH ST. W.
5TH ST. W.
6TH ST. W.
MAIN ST.
Existing Highway
Proposed Westbound Lane
ORE. 238
To Jacksonville
MAIN
ST.
8TH ST. W.
9TH ST. W.
10TH ST. W.
S. Bound
Proposed Eastbound Lane
BEGINNING OF SURVEY
STA. 0+00
4+60.10 = 40+05.00 =
COLUMBUS ST.
76+44.52 = 0+00 =
END OF SURVEY
STA. 22+83.25
℄
30'
30'
22'
22'
20½'
20½'
R/W
R/W

TYPICAL SECTION

OREGON STATE HIGHWAY DEPARTME
Survey Approval Map

MAIN ST. - 8TH ST. COUPLE
MEDFORD - PROVOLT HIGHWAY
JACKSON COUNTY

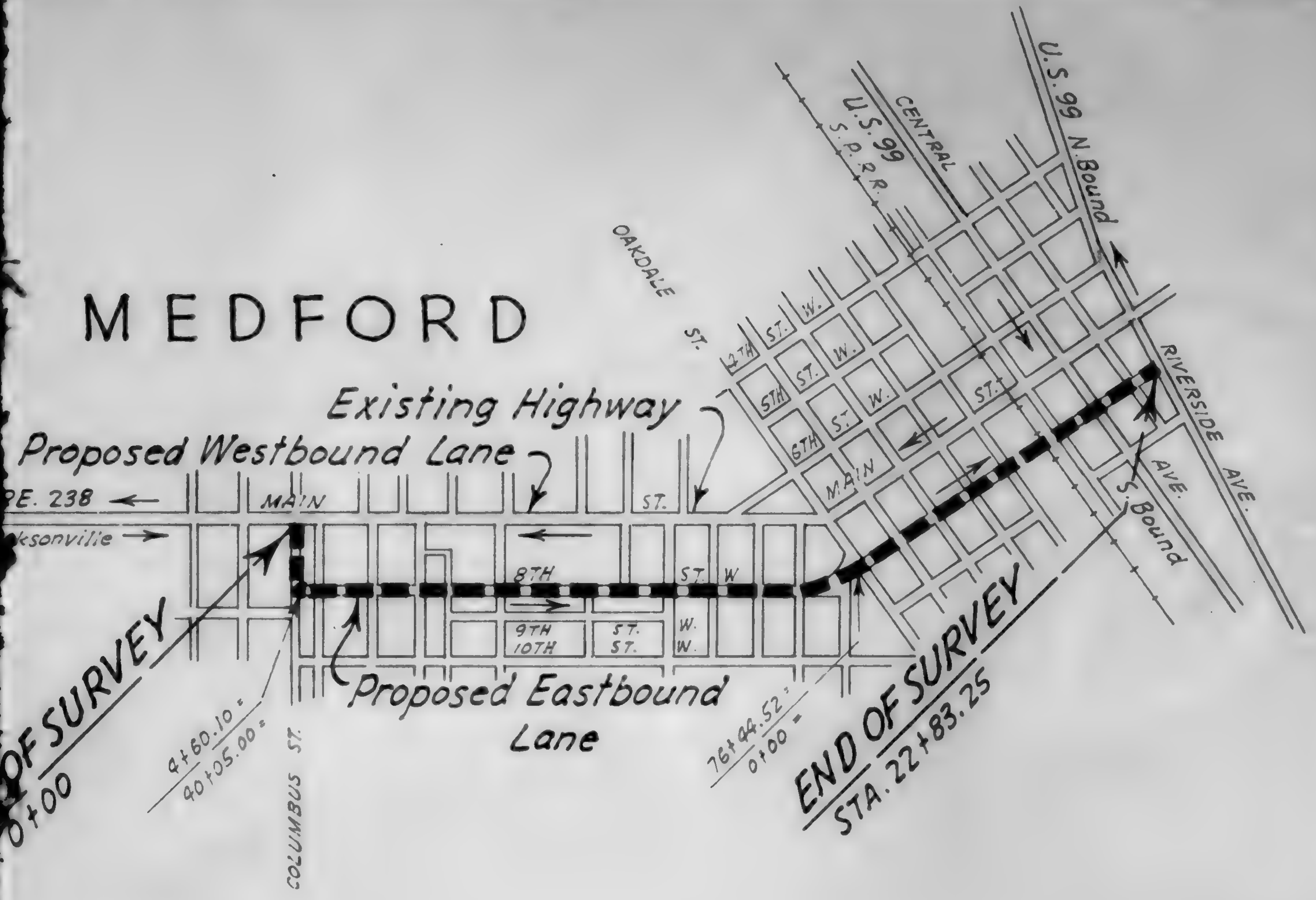
APPROVED
Scale: 1" = 1000'
Aug., 19

DEPUTY STATE HIGHWAY ENGINEER
Date August 30, 1957

DRG. NO. 1R-5-1064

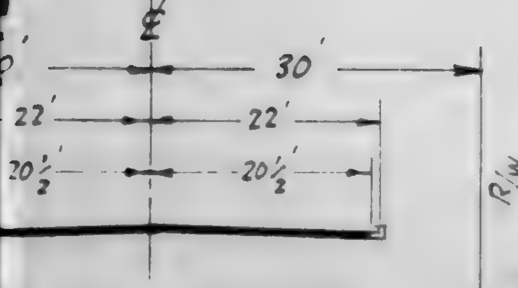
For details see Drg. No. 8B-6-23, Aug., 19

1R-5-1064


MEDFORD
Existing Highway
Proposed Westbound Lane
E. 238
ksonville
MAIN ST.
8TH ST. W
9TH ST. W.
10TH ST. W.
Proposed Eastbound Lane
OF SURVEY
0+00
4+60.10 =
40+05.00 =
COLUMBUS ST.
76+94.52 =
0+00 =
END OF SURVEY
STA. 22+83.25
OAKDALE ST.
7TH ST. W.
5TH ST. W.
6TH ST. W.
MAIN ST.
U.S. 99
S.P.R.R.
CENTRAL
U.S. 99 N. Bound
RIVERSIDE AVE.
AVE.
S. Bound

OREGON STATE HIGHWAY DEPARTMENT
Survey Approval Map

MAIN ST.-8TH ST. COUPLET
MEDFORD-PROVOLT HIGHWAY
JACKSON COUNTY


℄
30'
22'
22'
20½'
20½'
R/W

YPICAL SECTION

Scale: 1"=1000' Aug., 1957

DRG. NO. 1R-5-1064

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date August 30, 1957

For details see Drg. No. 8B-6-23, Aug., 1957

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SEP 4 - 1957
FOR FILING

US 217(4)

5095

Salem, Oregon
September 3, 1957

8th Street-Main Street
couplet in Medford

Mr. R. L. Porter
Right-of-Way Engineer

Our informal agreement with the City of Medford provides that the right-of-way costs for the 8th Street-Main Street couplet be added to the construction cost and the total cost shared 75 percent State and 25 percent City.

We have cleared this project with the Bureau of Public Roads as to public hearings and the agreements are now being prepared. Right of way should not be purchased until these agreements are signed. The right of way for the project should be acquired in the usual manner by our own agents.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. C. G. Swenson

RECEIVED
AUG 30 1957
OFFICE OF
THE CITY MANAGER
FOR FILING

R

CITY OF MEDFORD
MEDFORD, OREGON

COPY FOR MR. W. C. Williams
From H. B. Glaisyer, Secretary

August 27, 1957

H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Pursuant to your publications of August 12th and 19th in the Medford Mail Tribune, relative to the construction of the proposed 8th Street couplet within the City of Medford, no requests have been received for a hearing in this matter and it is not the intention of the Medford City Council to call for a hearing prior to August 30, 1957 as specified.

This letter is in compliance with yours of August 6, 1957.

Very truly yours,

Robert A. Duff

ROBERT A. DUFF
City Manager

RAD:ds

RECEIVED
AUG 28 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

RECEIVED
MAY 13 1958
FOR FILING

FORM 830—30M—2-57—147
US 217 (4)
5075

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 29, 1957

SUBJECT: Survey Approval Map
Main St.-8th St. Couplet
Medford-Provolt Highway
Medford

To: Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

Herewith seven copies of our above survey approval map for Commission action.

Hearings will not be necessary on this project as per letter of August 27 from the City.

NOTED
FORREST COOPER

Tom Edwards
Construction Engineer

By D. J. Barbee
D. J. Barbee
Ass't Construction Engineer

DJB:jk

Attachments

RECEIVED
AUG 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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5095

Riverside Ave in Medford as route of Pacific Hwy.

Medford

Pacific Hwy designated by law 1917
(can find no reference to Riverside Ave)

One way Couplet ~~map~~ approved by Com in 1942 shows Riverside Ave as route of Pacific Hwy

Straight line Map dated 1955 shows Riverside Ave used for north bound traffic on 99 and Court & Central Avenues for south bound traffic

Could not find any minute entry designating Riverside Ave.

F.B.

Phoned [illegible] to Barbour 5/23/57
"[illegible]
[illegible] 99."

Roy Bashaw.

City Atty. Medford
City Hall

#

Riverside designation
as State Hwy

Main + No. City limits
certified copy of record.

RECEIV D
APR 24 1957
FOR FILING

U8-217(4)

3095

April 24, 1957

Mr. Robert A. Duff, Manager
City of Medford
City Hall
Medford, Oregon

Dear Mr. Duff:

Reference is made to your telephone call to Mr. Paxson concerning the Main Street-8th Street couplet in Medford.

We will expedite the surveys and plans for this project as much as possible and, in view of the relatively long construction season in the Medford area, we believe that it may be possible to get the project completed this year. In the event all work cannot be done this year, the completion of the easterly section to the street back of the Courthouse would allow the use of that portion of the couplet.

Time is getting short and we would suggest that every effort be made to expedite the hearing on the 8th Street crossing before the Public Utility Commissioner.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Tom Edwards

GSP:gm fn

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FOR FILING

FORM E-30X—37,500—[illegible]

U.S.-21[illegible]

5095

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

April 9th, 1957

SUBJECT:

To:
Mr. Fred Klaboe
Ass't. Division Engineer
State Highway Department
Roseburg, Oregon

Reply is made to your letter of April 4th concerning crossing of Eighth Street in Medford and processing of the survey on that project. Investigation reveals, contrary to your belief, that the crossing has not been approved and in fact, the City of Medford has not made application for such a crossing.

You will hold this survey in abeyance until such crossing is approved.

TEdwards
Tom Edwards
Construction Engineer

TE:AR

cc to: Forrest Cooper

[illegible]

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APR 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

FORM E-30X—37,500—6-55—96155

115-27(4)

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NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1957

SUBJECT: Main-8th Street One-Way Couplet
Medford

To: MEMO TO FILE

I wish to advise that Vern Thorpe, Director of Public Works, Medford, called the writer this date (3-13-57) and advised that the City had met with the Southern Pacific Company officials and the SP had agreed not to fight the City on opening 8th Street, but they would not approve the City's request to open 10th Street. The City countered with a proposal that they would be willing to close 11th Street if the railroad company would let them open 10th. This latter is under advisement at the present time.

Vern Thorpe asked what would be the reaction to construction of an overpass on 10th Street between Fir and Central. I advised him that he would undoubtedly have difficultyin getting down to grade at the time he got to Fir Street. He would more than likely have to go as far as Grape. I also checked with Mr. Paxson and Stephenson and determined that needs are for a minimum of 23' vertical clearance between rail, about 4' of depth for structure, or a minimum of 27' minimum depth between top of rail and top of deck. Mr. Thorpe advised that he would like to have us make an estimate of such a structure. I requested that he develop a vicinity sketch along 10th Street showing curbs, right of way widths, distances, etc. and forward same to Mr. Paxson. An estimate of cost can then be made for the City.

There is a possibility that this information may be brought to Salem by Mr. Robert Duff, City Manager, who has a date to meet with Mr. Williams on Thursday, March 14.

J. Al. Head
J. Al. Head
Assistant Traffic Engineer

JAH:njs

cc: ~~W. C. Williams~~
G. S. Paxson
P. M. Stephenson
F. B. Crandall

RECEIVED
MAR 14 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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MAR 13 1957
FOR FILING

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5195

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 11, 1957

SUBJECT: 8th Street-Main Street Couplet
Medford

To: G. S. Paxson
Assistant State Highway Engineer
Office

In accord with our discussion of March 8 I called Bob Duff in Medford to inquire as to the status of the 8th Street-Main Street Couplet situation.

Mr. Duff indicated that they have had some confabs with Mr. R. L. Smith of the Southern Pacific Division Office in Portland, and according to Duff could get the blessing of the Southern Pacific people with respect to opening up the grade crossing on 8th Street. The City, however, is not ready to "move" as yet in that they are dickering with the Southern Pacific Company in respect other crossings in which the City is interested, and there is some horse trading going on as regards sundry other crossing possibilities, particularly south of 8th Street.

FB Crandall
F. B. Crandall
Traffic Engineer

FBC:njs

NOTED
G. S. PAXSON

RECEIVED
MAR 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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FEB 7 1957
FOR FILING
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5095

1

February 6, 1957

Bk in Library

1563 Mr. Robert A. Duff
1580 City Manager
City Hall
1580 Medford, Oregon

Dear Mr. Duff:

In line with our conference yesterday on the one-way-street couplet in Medford, I am sending you, under separate cover, eight sets of prints of the map and profile for the crossing of the Southern Pacific Company tracks on 8th Street.

In looking back over our files, I found two other cases where cities had petitioned the Public Utilities Commissioner for a crossing of the railroad tracks, one of these being the crossing of the Southern Pacific's tracks in Salem and the other the crossing of the Union Pacific's tracks in Hermiston. For your information I am attaching copies of the petitions for these two crossings.

Very truly yours,

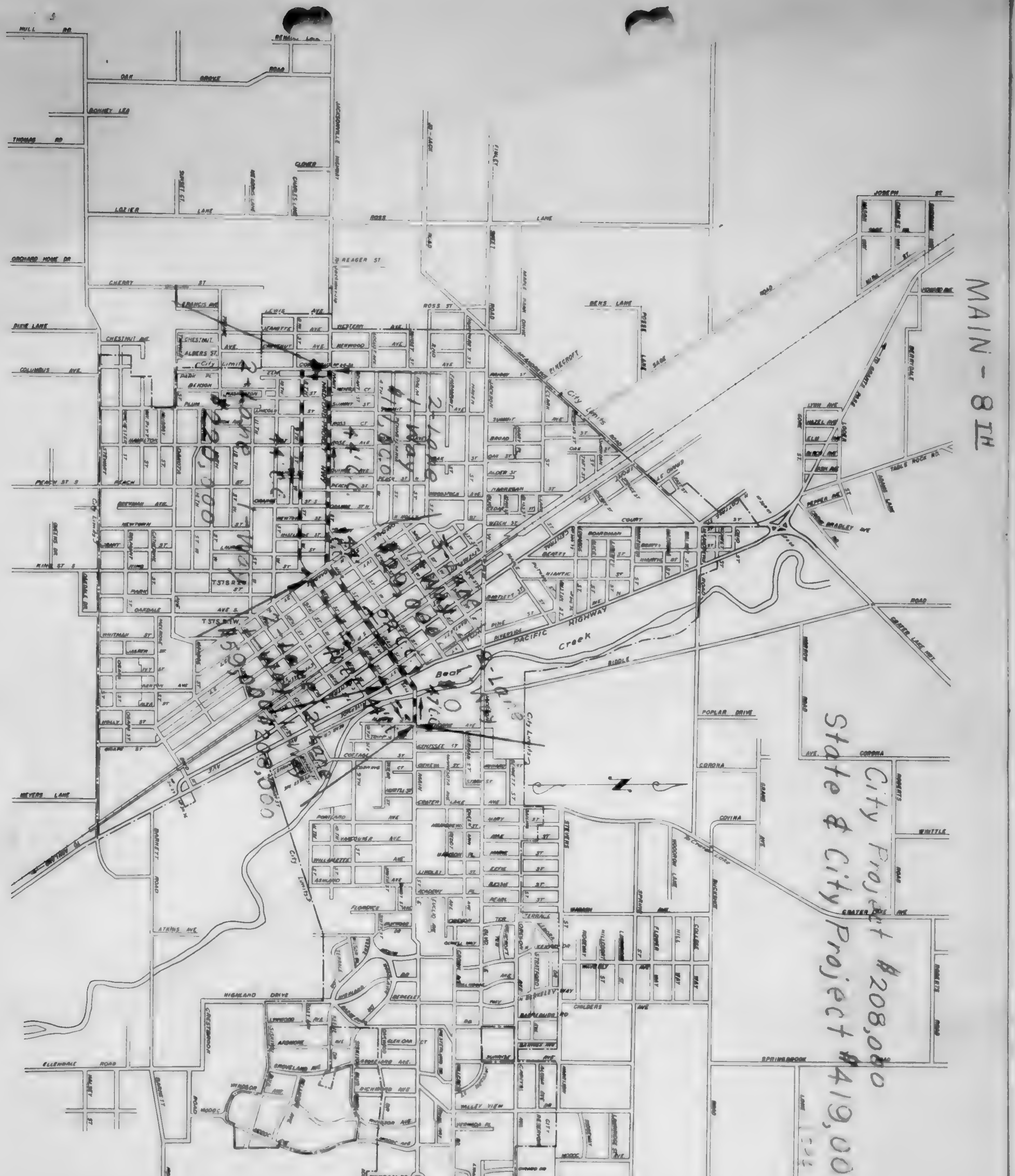
W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachments

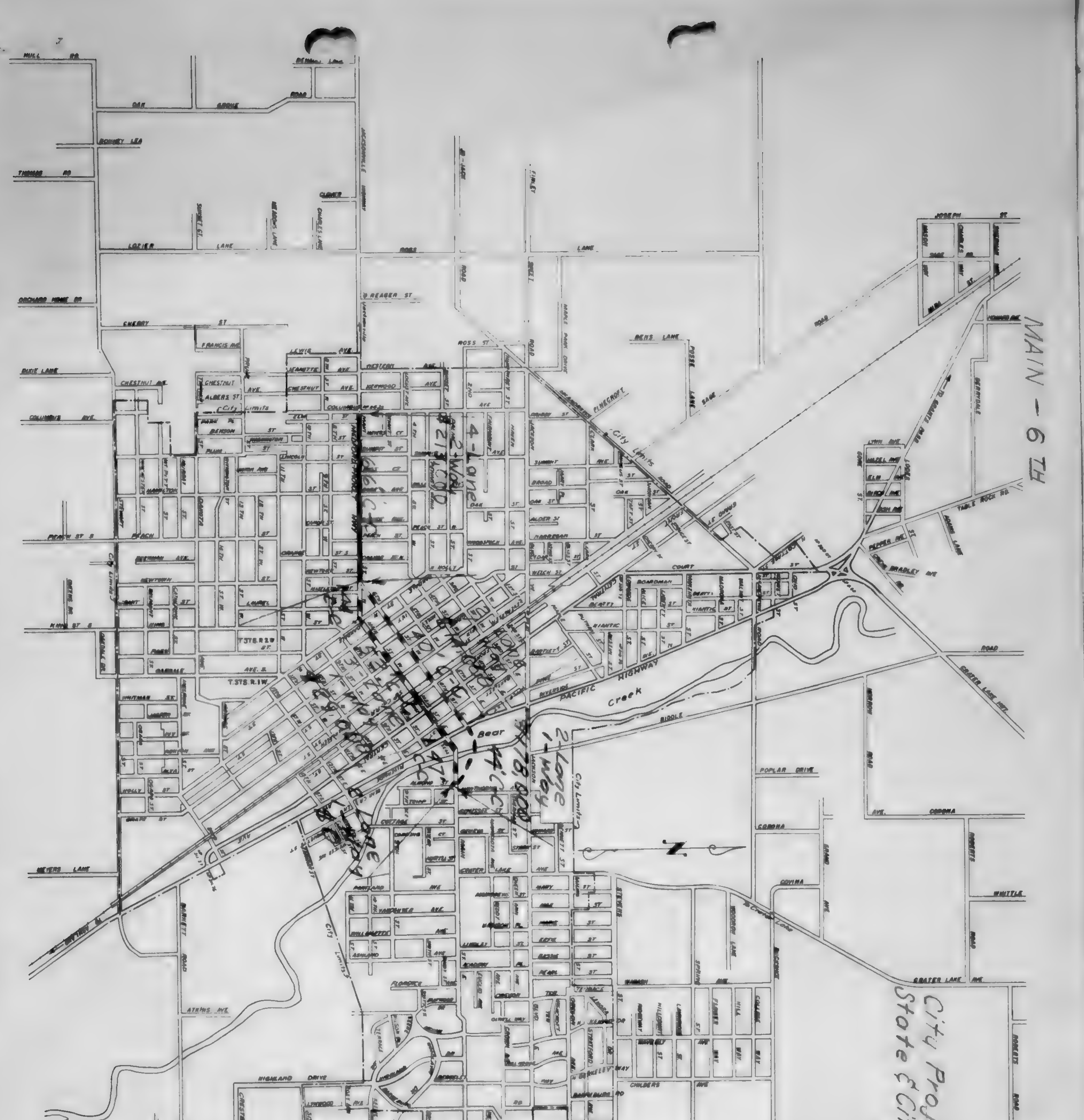
cc Mr. W. C. Williams
Mr. J. W. DeSouza
Mr. F. B. Crandall


2-Lane
1-Way
#117,000
4 C.C.
2-Lane
1-Way
#220,000
Lane
Way
2 Lane
1-Way
#59,000
#208,000
Bear
Creek
Pacific Highway
City Limits
Z

MAIN - 8TH

City Project #208,000

State & City Project #419,000


4-Lane
2-Way
$213,000
66' C-C
2-Lane
1-Way
$178,000
44' C.C.
Bear Creek
PACIFIC HIGHWAY
City Limits
CRATER LAKE HWY.
TABLE ROCK RD.
RIVERSIDE
CENTRAL
HIGHLAND DRIVE
SPRINGBROOK ROAD
PIERCE ROAD
BROOKDALE ROAD
CRATER LAKE AVE.

MAIN - 6TH

City Project $178,000
State & City Project $256,000

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

January 21, 1957

W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Copies of the City of Medford Arterial Street Program have been previously mailed you. In recent correspondence we have discussed State-City cooperative development of the 8th & Main Street couplet in the City.

One of the features of the 8th Street opening will be the new crossing of the Southern Pacific tracks. As you will note, the Arterial Street Program proposes further extensions of streets across the Southern Pacific tracks, one at 10th Street and a possible extension of Melrose Avenue across the railroad right of way to U. S. 99 on Riverside & Central. In order to effect the 8th Street crossing, negotiations must be had with Southern Pacific and with the Public Utilities Commissioner.

The purpose of this letter is to determine your opinion and the policy of the Highway Department as to the practicability of asking Southern Pacific for all proposed track crossings at the time the 8th Street petition is presented. The Southern Pacific and the Public Utilities Commission will no doubt wish to review the whole crossing program when the 8th Street unit is discussed. The City, in any event will use all its forces to effect all crossings, whether as a supplement to the State on the State project or on its own program.

Very truly yours,

Robert A. Duff

ROBERT A. DUFF
City Manager

RAD:ds

RECEIVED
JAN 22 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 22 1957
FOR FILING

US-217(4)

3095

January 21, 1956

Mr. L. R. Smith
Superintendent
Southern Pacific Company
Union Station
Portland 5, Oregon

Attention: Mr. Frank A. Bartlett

Dear Sir:

Sometime ago, the City of Medford passed a bond issue for the establishment of a two-way-street couplet in Medford and requested the State Highway Commission to cooperate with them. The Commission has consented to this cooperation.

The present plan for the couplet is for one-way traffic westbound on Main Street and one-way traffic eastbound on 8th Street. This would involve the establishment of a grade crossing of your tracks on 8th Street. I am attaching hereto two prints each from drawings showing the profile and vicinity map of this proposed grade crossing. It is anticipated that application will be made to the Public Utilities Commissioner for an order covering the project. I am sending you these maps so that you may be advised of the matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gn
Attachments

cc Mr. W. C. Williams

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JAN [illegible] 195[illegible]
FOR FILING

FORM 2-[illegible]
US-217(4)
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3rd, 1957

SUBJECT: Medford East-West Couplet

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

L

The order for survey has been approved on the East-West Couplet in Medford.

Reiterating phone instructions, you shall immediately prepare a vicinity map to present to the P.U.C. for the crossing of the tracks in Medford. Work should cease at that point until the crossing is cleared by the City. Contact with the City will be handled through this office.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR

cc to: Forrest Cooper ✓

NOTED
FORREST COOPER

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JAN 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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5075

December 21, 1956

Mr. Robert A. Duff
City Manager
City Hall
Medford, Oregon

Dear Sir:

We have received the copies of your "Proposed Thru-Street Program" for the city of Medford which were attached to your letter dated December 11, and wish to thank you for sending them to us.

It is heartening to know that Medford recognizes the traffic problems created by a growing city and has met the problem by positive action as indicated by your ten-year plan. Referring to the 8th Street-Main Street couplet, I wish to advise that at the present time we are in the process of preparing a draft of an agreement covering this project which will be sent to you in the not-too-distant future.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. R. L. May
Mr. F. B. Crandall/w. encls.

FC:me:gm

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

December 11, 1956

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

On November 6, 1956, the electors of the City of Medford approved the Capital Improvement Program, a part of which was the Arterial Street proposal. The Arterial Street Program was based on the "Traffic Study City of Medford 1953" by the Traffic Engineering Division of the Oregon State Highway Department. Copies of the proposed Thru Street Program were forwarded to the Highway Department on January 27, 1956.

The financing of the 10 year, $1,650,000 program will be accomplished by the issuance of $220,000 in General Obligation Bonds to be used primarily to purchase critical right-of-way, and by an annual levy of $143,000. I am enclosing herewith two copies of this proposed program.

You will note that the 8th Street and Main Street couplet is the first project scheduled. It is our understanding that the Highway Commission has approved this couplet and will enter into a cooperative agreement with the City of Medford for this work. It may be advisable that this agreement should be prepared and submitted to the City for conformation.

We do appreciate the help and advice tendered to the city in the matter of streets and traffic and will rely on your continued support in the development of this program.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

Encl.

RECEIVED
DEC 13 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 14 1956
FOR FILING

(18-2190)

5095

September 13, 1956

6563
6580
6582

Mr. W. E. Thomas
Post Office Drawer 1227
Medford, Oregon

Dear Sir:

The delay in answering your letter to the State Highway Engineer dated August 15 has been occasioned by the fact that we have been making a careful study to determine if it was feasible to construct and put into operation the Main Street-8th Street couplet without disrupting your building at the end of 8th Street.

Unfortunately we find that the only alternate would be to disrupt even more buildings in the area; therefore, we do not see where it is possible for us to make a revision.

It is regrettable that street and highway improvements almost invariably require properties that cause trouble or annoyance for owners, but at times it is inevitable.

The Highway Commission is quite careful to be sure that they have established fair values for properties taken. I am sure that you will be fairly treated in the event that this project is constructed.

As you undoubtedly know, this matter was initiated at the request of the City of Medford as a solution to a difficult traffic situation which now exists. The completion of the project will depend upon the City's ability to meet their portion of the cost.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

FC:fm

cc Mr. W. C. Williams
Mr. R. L. Porter

FORM E30—80M—6-50—96654

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11th, 1956

SUBJECT: W. E. Thomas Property
Main St.-8th St. Couplet
Medford

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I attach an aerial photo showing the building owned by Mr. Thomas and which also shows buildings on the opposite side of the street which would have to be taken if the alignment were changed and which appear to be more costly.

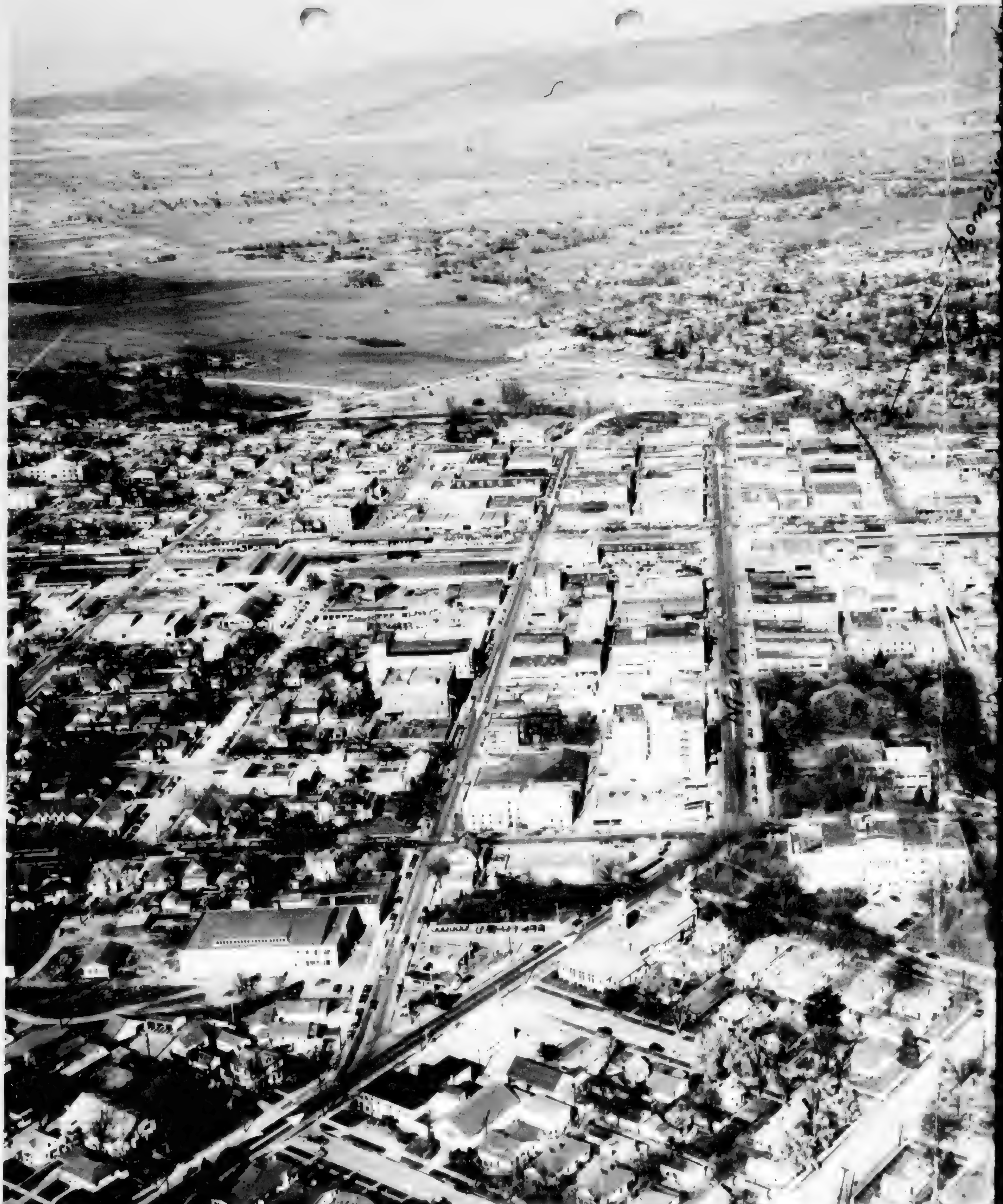
Tom Edwards R.

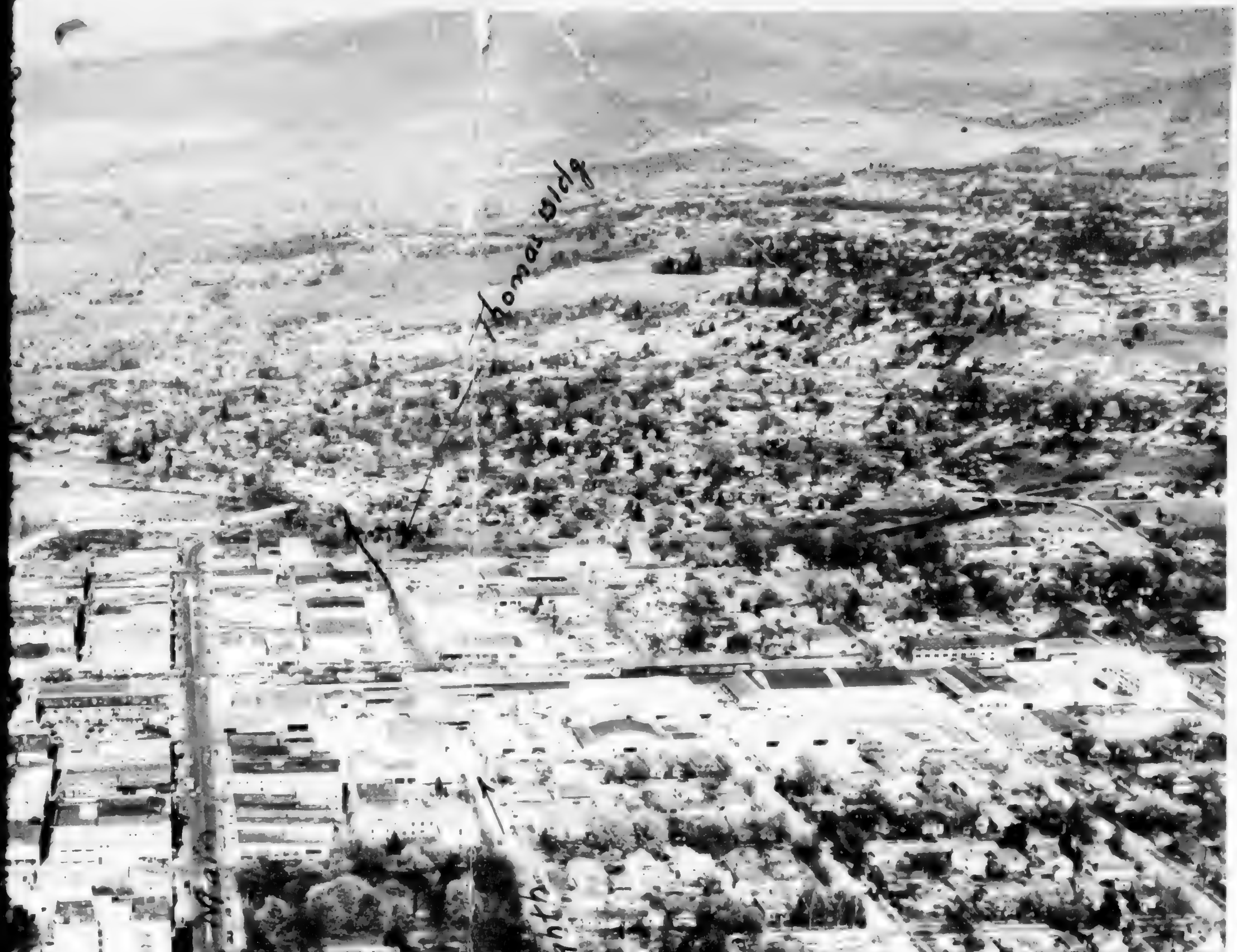
Tom Edwards
Construction Engineer

TE:AR
Enc.

NOTED
FORREST COOPER

RECEIVED
SEP 11 1956
OFFICE OF
STATE HIGHWAY ENGINEER


Roma


Thomas Bldg
Main
Eighth

Medford ——

Looking East from
Court House in Foreground -

6th - Main St. 1-way Couplet
as proposed in Medford Report
simulated - including 6th St.
Extension across Bear Cr. &
Hawthorne Park -

CONS
C

Salem, Oregon
September 11th, 1956

Mr. W. E. Thomas
P. O. Box 1227
Medford, Oregon

Dear Sir:

This is in reply to your letter of August 14th wherein you express regret as to the decision to proceed with the Main St.-8th St. couplet in the city of Medford.

This matter has again been reviewed and it is felt that the Main St.-8th St. couplet in Medford is the most satisfactory and most reasonable solution to the growing problem on Main Street. This project was initiated at the request of the City of Medford and its completion will be based upon the City of Medford's ability to meet their portion of the cost of the project, which is to be a cooperative venture.

Very truly yours,

cc to: Tom Edwards

TE:AR

FORM E20—80M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

September 5, 1956

SUBJECT: Proposed Construction
8th Street-Main Street,
Medford

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached is a small scale map showing overall plan of the 8th Street-Main Street couplet at Medford. Also attached is a large scale map showing location of W. E. Thomas' property and the buildings on this property.

This is in line with your request of August 22, 1956 with an attached copy of a letter from Mr. Thomas.

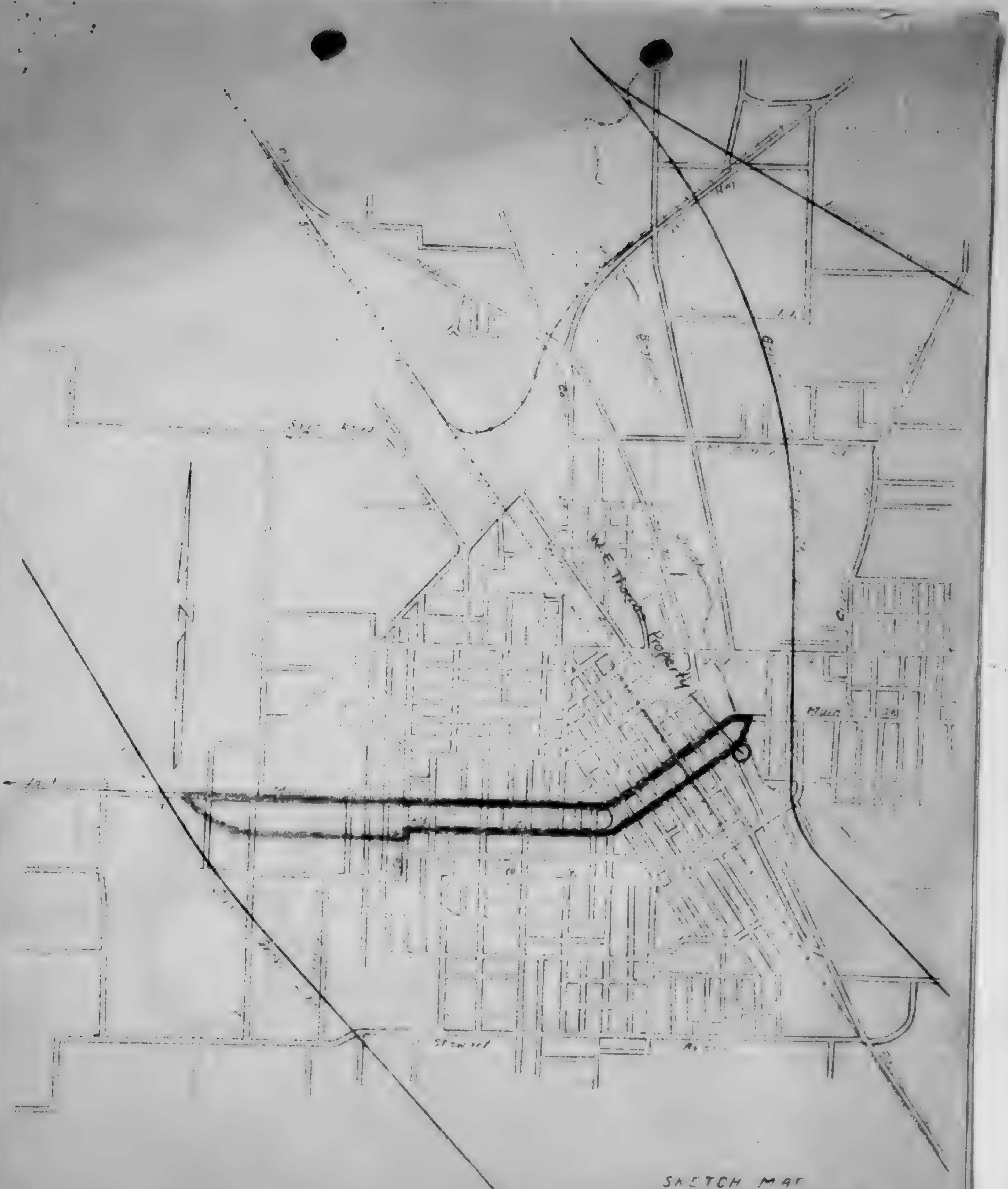
Tom Edwards
Construction Engineer

By D. J. Barbee
D. J. Barbee
Ass't Construction Engineer

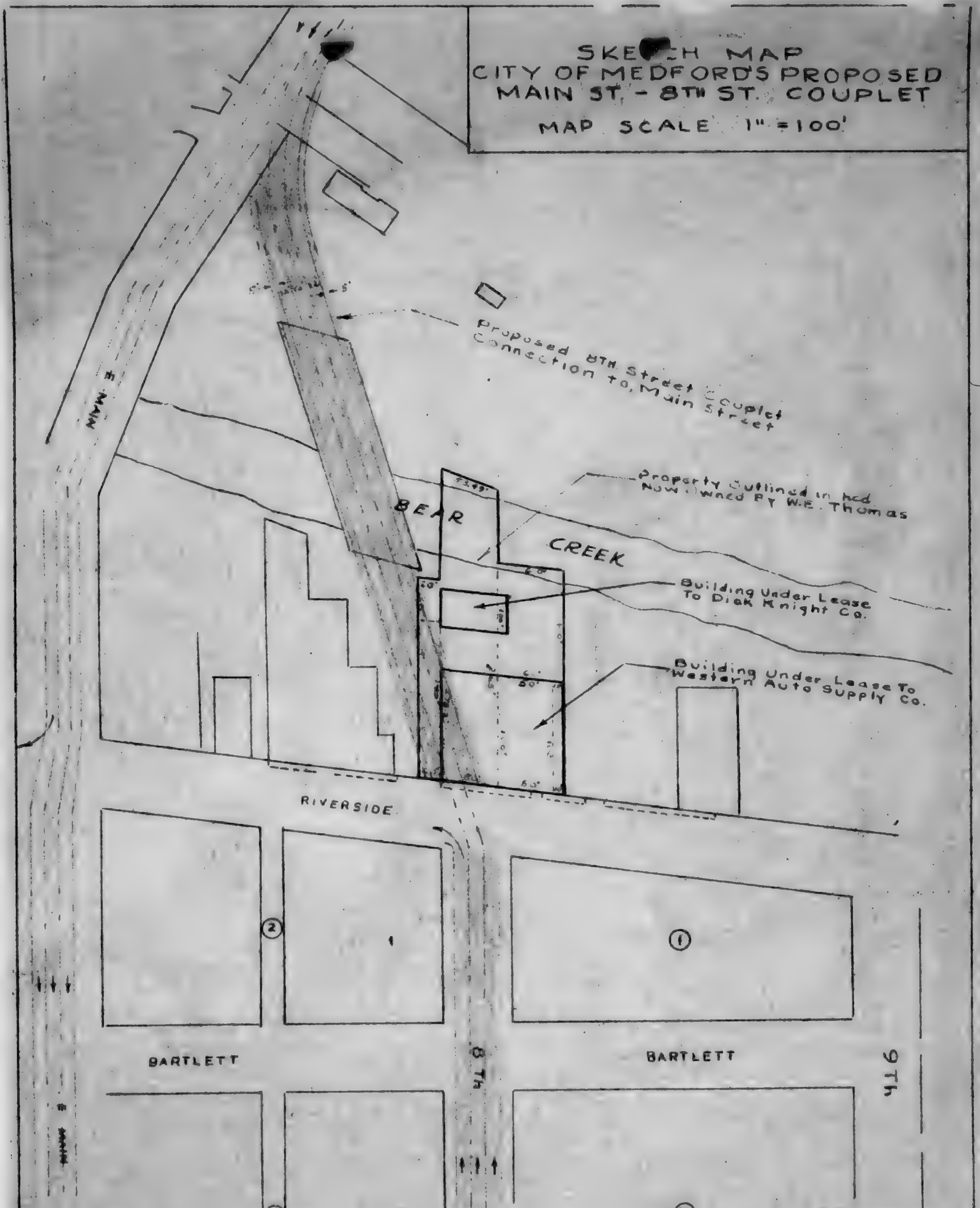
TE:DJB:jc

Attach. (2)

RECEIVED
SEP 5 1956
OFFICE OF
STATE HIGHWAY ENGINEER


W.E. Thomas Property
Main
Stewart
Ave

SKETCH MAP
PROPOSED MAIN & 8th STs. COUPLET
SCALE 1" = 2000



SKETCH MAP
CITY OF MEDFORD'S PROPOSED MAIN ST. - 8TH ST. COUPLET

MAP SCALE 1" = 100'

MAIN
Proposed 8TH Street Couplet Connection to Main Street
Property Outlined in Red Now Owned BY W.E. Thomas
BEAR
CREEK
Building Under Lease To Dick Knight Co.
Building Under Lease To Western Auto Supply Co.
RIVERSIDE
②
①
BARTLETT
8Th
BARTLETT
9Th
MAIN
⑭
⑮

RECEIVED
SEPT 1956
FOR FILING

[illegible]

5095

4 K
8-16-56

P

August 27, 1956

Mr. Robert A. Duff
City Manager
City of Medford
City Hall
Medford, Oregon

Dear Mr. Duff:

Reference is made to previous correspondence between yourself and Mr. R. H. Baldock, former State Highway Engineer, regarding the development of a through-street program for the City of Medford. Particularly referred to is your letter of June 21, 1956, concerning the one-way street couplet involving Eighth Street and Main Street.

This matter has been given very careful study by the Engineering Department, including conferences that were attended by persons representing the City and the State Highway Department. As a result of all of this a report covering the situation was presented to the State Highway Commission at its meeting on August 16. The State Highway Engineer, Mr. W. C. Williams, explained the problem and advised that the City presently is desirous of improving this couplet between Columbus Avenue and Riverside Avenue and proposes, if the Highway Commission approves such project, to ask the voters of the city at the November election to authorize a bond issue to finance the City's share of the project. Mr. Williams estimated the cost of the project at $241,000 and advised that it is proposed that the State assume payment of 75 percent of such cost, approximately $178,750, and the City the balance, approximately $62,250. He recommended approval of the project on such basis, and if the City's bond issue carries. He also recommended that an agreement be entered into with the City providing for the improvement on such basis. You will be pleased to know that the Commission adopted his recommendations.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

RECEIVED
AUG 14 1956
FOR FILING

August 13, 1956

Oregon State Highway Commission

Gentlemen:

The City of Medford has requested the State Highway Commission to consider a one-way street couplet involving Eighth Street and Main Street as the proposed routing for the Medford-Provolt Highway within the city of Medford. The project has had considerable study, and estimates of cost have been developed and I will have a map at the Commission meeting showing the locations, estimates of cost, et cetera.

The portion of the project desired at the present time is the section between Columbus Avenue and Riverside Avenue, and it is estimated that this project will cost $241,000. It is being proposed that the improvement, if made, be done on a basis of 75 per cent cost to the State and 25 per cent cost to the City. This would result in a cost to the State of $178,750 and to the City of $62,250.

Main Street is presently carrying an average daily traffic of approximately 11,000 and is being operated on a very minimum four-lane capacity, in that the traffic lanes are only nine feet wide. Considerable congestion and accidents result therefrom. In the Medford traffic survey report prepared a few years ago the recommendation was made to widen Main Street to four full lanes, but additional studies subsequent to that time have revealed that a Main Street-Eighth Street one-way couplet can be constructed for less money and afford a better traffic utility.

The City of Medford is planning to present to its voters at the November election a bond issue for various street improvements in the city of Medford, and the City wishes to include this project and is requesting advice from the Commission as to whether it will enter into an agreement providing for the improvement.

As traffic congestion is becoming very bad on the Main Street routing, I recommend your approval of entering into such an agreement with the City. The financing of the State's share can just about be handled by a reserve in the urban program for Division No. 3 for the next two years. We have in the program you will pass on at the next meeting $300,000 in the urban reserve in Division No. 3, and I have already recommended to you that an approximate $125,000 of this reserve be utilized in Roseburg; thus the amount remaining in the reserve could be allocated to the Medford project.

This matter will be on the agenda for your consideration, and the City of Medford desires an answer so that it may know how to proceed in providing for a vote on the bond issue. Of course, if the bond vote fails, the project would probably not go through.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

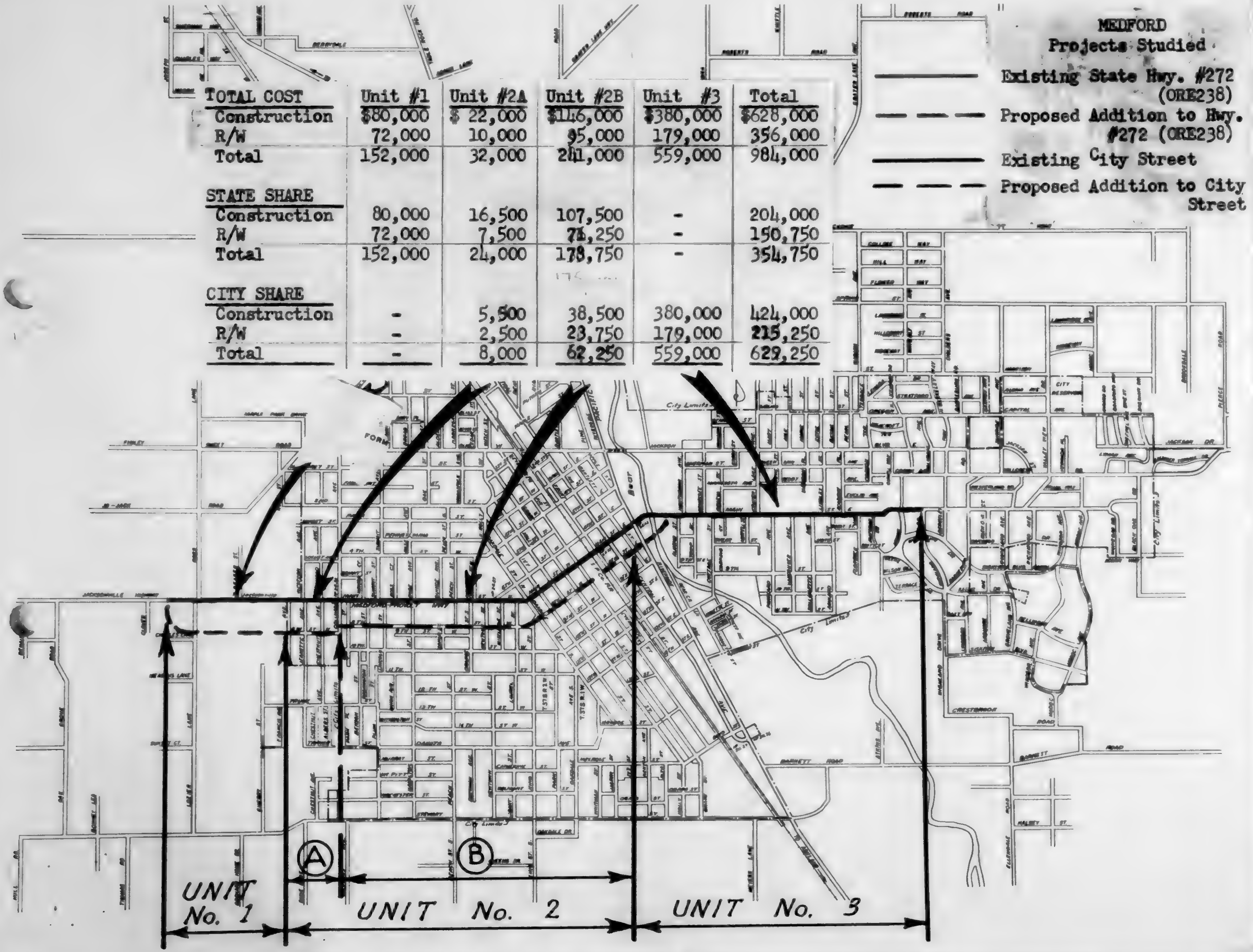
WCW:me

cc Mr. Forrest Cooper
Mr. F. B. Crandall
Mr. S. H. Probert
Mr. C. H. Maison

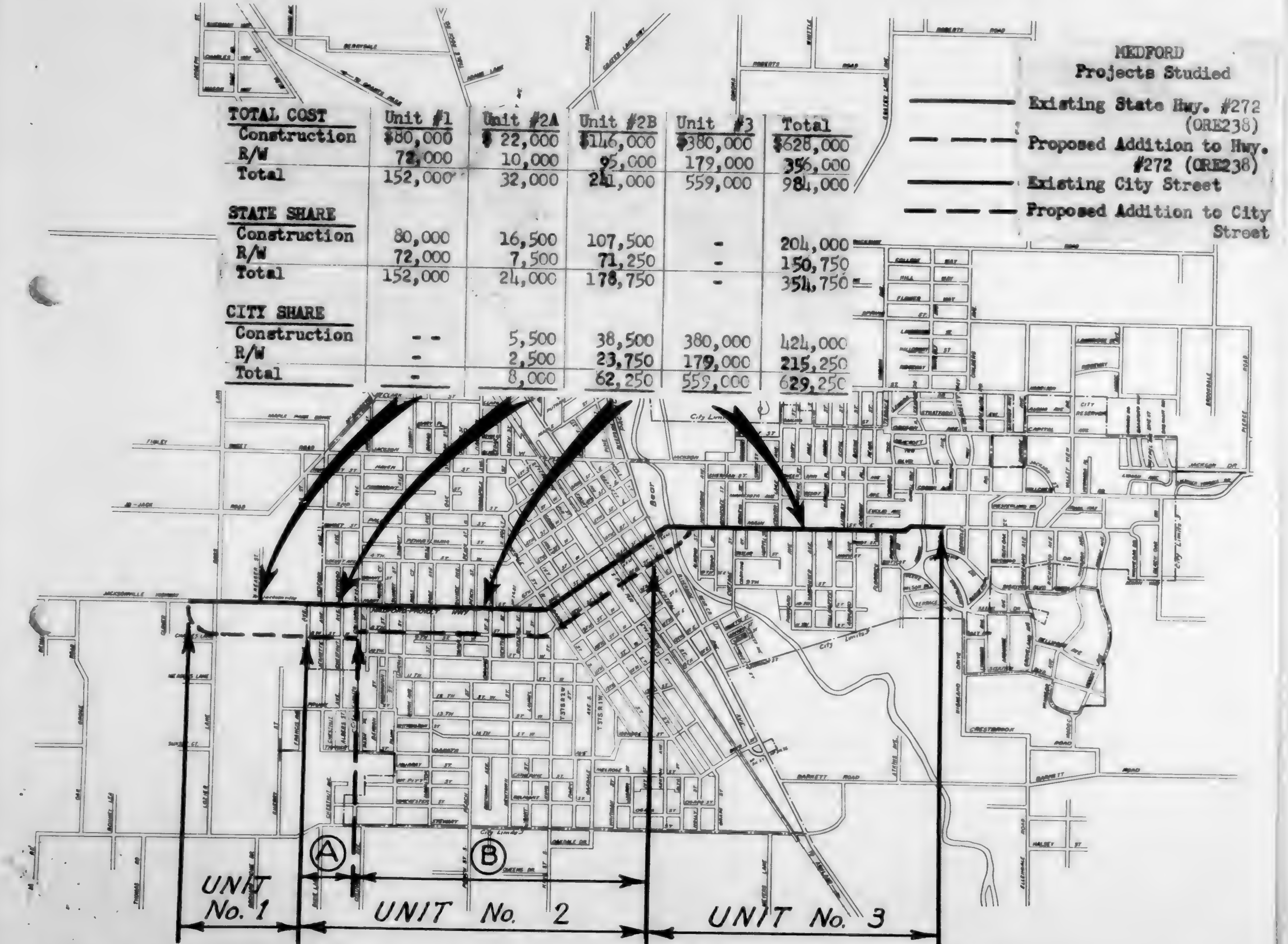
MEDFORD
Projects Studied

TOTAL COST	Unit #1	Unit #2A	Unit #2B	Unit #3	Total
Construction	$80,000	$ 22,000	$146,000	$380,000	$628,000
R/W	72,000	10,000	95,000	179,000	356,000
Total	152,000	32,000	241,000	559,000	984,000
STATE SHARE					
Construction	80,000	16,500	107,500	-	204,000
R/W	72,000	7,500	71,250	-	150,750
Total	152,000	24,000	178,750 175	-	354,750
CITY SHARE					
Construction	-	5,500	38,500	380,000	424,000
R/W	-	2,500	23,750	179,000	215,250
Total	-	8,000	62,250	559,000	629,250

———	Existing State Hwy. #272 (ORE238)
— — —	Proposed Addition to Hwy. #272 (ORE238)
———	Existing City Street
— — —	Proposed Addition to City Street


UNIT No. 1
UNIT No. 2
UNIT No. 3
Ⓐ
Ⓑ
City Limits
Bear
PACIFIC
JACKSONVILLE HIGHWAY
MEDFORD PROVOLT HWY
BARNETT ROAD
CRATER LAKE HWY
ROBERTS ROAD
PIERCE ROAD
JACKSON DR.
CRESTBROOK ROAD
HIGHLAND DRIVE
T.37S.R.2W
T.37S R.1W.

MEDFORD
Projects Studied


UNIT No. 1
A
B
UNIT No. 2
UNIT No. 3
Bear
City Limits
JACKSONVILLE HIGHWAY
BARNETT ROAD
HIGHLAND DRIVE
PIERCE ROAD

- Existing State Hwy. #272 (ORE238)
- Proposed Addition to Hwy. #272 (ORE238)
- Existing City Street
- Proposed Addition to City Street

	Unit #1	Unit #2A	Unit #2B	Unit #3	Total
TOTAL COST					
Construction	$80,000	$ 22,000	$146,000	$380,000	$628,000
R/W	72,000	10,000	95,000	179,000	356,000
Total	152,000	32,000	241,000	559,000	984,000
STATE SHARE					
Construction	80,000	16,500	107,500	-	204,000
R/W	72,000	7,500	71,250	-	150,750
Total	152,000	24,000	178,750	-	354,750
CITY SHARE					
Construction	- -	5,500	38,500	380,000	424,000
R/W	-	2,500	23,750	179,000	215,250
Total	-	8,000	62,250	559,000	629,250

FORM 230—50M—2-55—62986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
AUG 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
August 6, 1956

SUBJECT: Main-Eighth Street One-Way Couplet
Medford

WCW 6580
WCW 6582

To: W. C. Williams
Deputy State Highway Engineer
Office

I return herewith my correspondence of July 31, 1956 to you on the above subject, and numbered assignment. You will notice certain marginal notations and that the money figures submitted to you on Unit 2-B have been revised upwards. After inspection of the location at Eighth and Oakdale at the Mortuary, by Mr. Duff, Mr. Morgan and Mr. Head, all parties at interest concurred in Mr. Edward's recommendation that the mortuary should be taken and thus the $60,000 additional right of way has been added to this unit.

Mr. Head and Mr. Morgan met with Robert Duff and Vernon Thorpe in Medford on Thursday, August 2nd, and discussed the Eighth-Main Street One-Way Couplet and the Main Street improvement project in the City of Medford. Reference is again made to the exhibit attached -- and it is the opinion of the City of Medford, and also our recommendation, that Unit B be programmed at a reasonably early date and submitted to the Oregon State Highway Commission for its consideration. The City of Medford assures us that they will proceed immediately with that portion of Unit 3 involving the extension of Eighth Street across Bear Creek, I am attaching a suggested-draft of a letter to the State Highway Commission and also a suggested-draft of a letter on another assignment relating to this subject.

The City of Medford, as you will note in their letter of June 21, 1956, to Mr. Baldock, requested that this matter be considered by the State Highway Commission. Their request stems around the fact that they wish to submit to the voters at the November general election a $300,000 bond issue for highways and street improvements and a continuing millage levy. They also will submit to the voters at the same time another bond issue and millage levy for sewer improvements in the city, and they wish to know if this project is one which will be forthcoming and an approximate time-table so that they may explain it to their voters when they are trying to "Sell" their proposed bond issue and millage levy. Mr. Head advised Mr. Duff that if at all possible the matter would be presented to the Commission at its August meeting and he would hear shortly thereafter of the results of the Commission's action. He would like to know, as I have pointed out on the suggested-draft, three things: Will the Commission look with favor upon the project, what division of funds will there be and what is the approximate time-table of programming this work? I might mention with respect the division of funds, the City had felt all along that they would be willing to bear the right of way cost, and the one-quarter of the total cost of the project is about the same as the right of way cost. They have no objection to setting up the over-all project on a 75-25 split.

jah;njs
cc: G. S. Paxson
Tom Edwards

F. B. Crandall
F. B. Crandall
Traffic Engineer

W. E. THOMAS
P. O. DRAWER 1337
MEDFORD, OREGON

June 25, 1956

**PLEASE RETURN TO
W. C. WILLIAMS**

**NOTED
W. C. WILLIAMS**

State Highway Department
Salem
Oregon

Gentlemen:

The city of Medford is developing an over-all street program. In the program, there is a tentative plan to carry 8th street across Bear Creek on a new bridge to a so called cuplet, with main street just east of the present bridge. I am an interested party so it could easily be said that my judgement is affected. I own a first-class business building occupied by a properous chain store in the direct path of the proposed street change--provided it was carried across Bear Creek as tentatively proposed.

May I respectively suggest that instead of carrying this street direct through my property and across Bear Creek, that 8th street be carried no further east than it is at present. Some reasons why I believe this would be an actual benefit to the city and state, as well as myself, are as follows: (1) I don't believe that any substantial inconvenience would be done to direct east bound traffic by letting the street terminate into Riverside as it is at present. Traffic on Riverside is one way north bound; traffic on 8th would be one way east bound. Between 8th and main, this merging traffic would be traveling the same direction. A light would be necessary at 8th and main under either plan, and it seems to me that merging the traffic at 8th and Riverside for the one block wouldn't substantially interupt the flow of traffic north bound on Riverside anymore than would be the case of stopping it with the light, so that traffic could proceed east bound across the creek on a proposed new bridge. (2) Second is a matter of cost. A new bridge itself would be costly, and the property that I own, that is in the direct path of the proposed change, is a high class business property improved with a fine building and occupied by an excellent tenant. Naturally I hate to see my property destroyed, and for what seems to me no gain to the city or to the community.

Please give this your careful consideration. With kindest regards, I remain

**RECEIVED
JUN 26 1956
TRAFFIC ENGINEER**

Sincerely,

W. E. Thomas

W. E. Thomas

WET:bl
cc: Mr. Robert Duff
City Manager
Medford, Oregon

**NOTED
J. AL HEAD**

RECEIVED
AUG 23 1956
FOR FILING
US-217(4)
5095

R

Salem, Oregon
August 22, 1956

Proposed construction -
H Street - Main Street
couplet

Mr. Tom Edwards
Construction Engineer

I hand you herewith a copy of a letter from W. E. Thomas, of Medford, in which he comments on our proposed construction of the H Street-Main Street couplet in Medford.

Will you please give me a little map showing the location of Mr. Thomas's building and advise whether it is involved in our contemplated project.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Enclosure

W. E. THOMAS
P. O. DRAWER 1237
MEDFORD, OREGON

REFERRED TO
Cooper
By State Highway Engineer

August 15, 1956

Mr. W. C. Williams
Deputy State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

Thank you for your letter of August 14. The writer was sorry to see that you hope to go ahead with the so called main and 8th street couplet.

It still seems to me that the advantage to be gained would not be worth the very high cost involved. Of course, I would hate to see my building, which lies in the direct path of the proposed extension of 8th street, be destroyed--even though I was paid its fair value. This is the only piece of business property that I have retained out of several that I formerly owned. It is under lease to a "gilt-edge" chain company (Western Auto), and is a good, almost trouble free investment. I have been depending on the income from this building to help me along when old age forces me out of the business in which I am presently engaged.

I still hope that this proposed plan will not be carried out.

Sincerely,

W. E. Thomas
W. E. Thomas

WET:bl
cc: Mr. Robert A. Duff
City Manager
Medford, Oregon

RECEIVED
AUG 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1956
FOR FILING

FA-217(4)

5095

August 14, 1956

Mr. W. E. Thomas
Post Office Drawer 1227
Medford, Oregon

Dear Sir:

I advised you on June 29 that a study was being made on the advisability of a Main-Eighth Street one-way couplet and extending Eighth Street across Bear Creek from Riverside Avenue to Main Street. I have received a report from the Traffic Engineer on this subject, and I wish to advise that the State Highway Commission will consider this matter at its meeting on August 16 and 17.

I also wish to advise that in discussing this project with the City of Medford, it is their feeling and our recommendation, that the most optimum manner of handling vehicular traffic in the vicinity of Riverside Avenue with Main Street and Eighth Street is through the extension of Eighth Street across Bear Creek, and we are considering the adoption of the Main Eighth Street one-way couplet in light of the City's extending Eighth Street across Riverside Avenue.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. Robert A. Duff
City Manager
Medford, Oregon

bc Mr. G. S. Paxson
Mr. Tom Edwards
Mr. F. D. Morgan

JAH:njs fn

RECEIVED
AUG 8 1956
FOR FILING

FORM E-80X—OCM—11-56—00225

RECEIVED
AUG 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1956

6580 7
658

SUBJECT: Main-Eighth Street one-way Couplet
Medford

To W. C. Williams
Deputy State Highway Engineer
Office

WCW 6580
WCW 6582

I return herewith my correspondence of July 31, 1956 to you on the above subject, and numbered assignment. You will notice certain marginal notations and that the money figures submitted to you on Unit 2-B have been revised upwards. After inspection of the location at Eighth and Oakdale at the Mortuary, by Mr. Duff, Mr. Morgan and Mr. Head, all parties at interest concurred in Mr. Edward's recommendation that the mortuary should be taken and thus the $60,000 additional right of way has been added to this unit.

Mr. Head and Mr. Morgan met with Robert Duff and Vernon Thorpe in Medford on Thursday, August 2nd, and discussed the Eighth-Main Street One-way Couplet and the Main Street improvement project in the City of Medford. Reference is again made to the exhibit attached -- and it is the opinion of the City of Medford, and also our recommendation, that Unit B be programmed at a reasonably early date and submitted to the Oregon State Highway Commission for its consideration. The City of Medford assures us that they will proceed immediately with that portion of Unit 3 involving the extension of Eight Street across Bear Creek, I am attaching a suggested-draft of a letter to the State Highway Commission and also a suggested-draft on another assignment relating to this subject.

The City of Medford, as you will note in their letter of June 21, 1956 to Mr. Baldock, requested that this matter be considered by the State Highway Commission. Their request stems around the fact that they wish to submit to the voters at the November general election a $300,000 bond issue for highways and street improvements and a continuing millage levy. They also will submit to the voters at the same time another bond issue and millage levy for sewer improvements in the City, and they wish to know if this project is one which will be forthcoming and an approximate time table so that they may explain it to their voters when they are trying to "sell" their proposed bond issue and millage levy. Mr. Head advised Mr. Duff that if at all possible the matter would be presented to the Commission at its August meeting and he would hear shortly thereafter of the results of the Commission's action. He would like to know, as I have pointed out on the suggested-draft, three things: Will the Commission look with favor upon the project, what division of funds will there be and what is the approximate time table of programming this work? I might mention with respect the division of funds, the City had felt all along that they would be willing to bear the right of way cost, and the one-quarter of the total cost of the project is about the same as the right of way costs. They have no objection to setting up the over-all project on a 75-25 split.

NOTED
G. S. PAXSON

F. B. Crandall
F. B. Crandall
Traffic Engineer

JAH:njs
cc: G. S. Paxson
Tom Edwards

FORM 530—50M—2-55—82986

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1956

SUBJECT: Main-Eighth Street
One-Way Couplet
Medford

WCW 6580

To: W. C. Williams
Deputy State Highway Engineer
Office

I return herewith your file on Assignment 6580. I have not prepared a suggested-draft to the Commission as requested for I felt that you would wish to review our recommendation, and if it then has your approval I would be pleased to prepare a draft to the Commission at that time along with the appropriate exhibit material.

I wish to mention that the cost estimates on the attached map are not necessarily in conformity with the cost estimates submitted to you on March 16. Mr. Edwards, in submitting a cost estimate from the field and Mr. Cooper's office in transmitting them to us, have suggested that we increase our previous estimates by a flat 15 percent. For unit 2B you will note that we have included only a total $35,000 for right-of-way. Mr. Edwards feels that this figure should be $95,000, which higher figure includes the taking of the funeral parlor located on the south side of Eighth Street between Oakdale and King. This is shown in the illustration on Page 80 of Technical Report 54-4, Medford Traffic Study. We could develop a more desirable traffic plan with the taking of this funeral parlor, but I could not at this time class it as a critical item.

Mr. Morgan & Head looked at this 8/2/56 with Mr. Duff and it should be taken it.

You will note from the attached plat of Medford that we have not in this revised submission recommended the improvement of ORE238 between Renault Road and Losier Lane. If and when this project is brought about, we would have to care for the cost 100 percent, and I don't feel that it is sufficiently critical to bring into discussions with the City at this time. This portion of the project would cost $152,000.

62, 118.

In summary, I recommend to you that we enter into an agreement with the City of Medford for the improvement of the Medford-Provolt Highway between Riverside Street and Columbus Street. This is shown on the tabulation as Unit 2B. This would mean an expenditure of some $133,750 (75%) for the Highway Department and $47,250 (25%) for the City of Medford. I feel that the City of Medford should, at the same time, commit themselves to extend Eighth Street easterly across Bear Creek to a connection with Main Street. I do not know as we need to have the City commit themselves to extend the East Main Street improvement to Highland Avenue because we want the intersection of Riverside and Eighth Street to work efficiently and it is desirable to have Eighth Street extended easterly.

NOTED
J. AL HEAD

Mr. Duff is quite anxious to get something firmed up on this project in that they are endeavoring to rack up a cost estimate for city participation in this and other street improvements looking to a bond issue to finance the city's work. Mr. Head will be in Medford thursday, of this week, to discuss other matters and undoubtedly Mr. Duff will make an inquiry as to the status of our thinking regarding this Main Street-Eighth Street couplet project.

F. B. Crandall

F. B. Crandall
Traffic Engineer

FBC:bc

Attachments

Received for
8/3/56

cc: G. S. Paxson
Forrest Cooper

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

June 21, 1956

RECEIVED
JUN 22 1956
OFFICE OF
STATE HIGHWAY ENGINEER

R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

The City Council has approved the 1955 Thru Street Program for the City of Medford. The Thru Street Program is a development from the Traffic Study for the City of Medford Technical Report No. 544 of the Oregon State Highway Department.

The Council has instructed me to present this program to you and the Highway Commission for approval and integration with the State program for that portion within the jurisdiction of the State.

The principal variation from the Traffic Study is the substitution of the 8th-Main Street couplet in lieu of the 6th-Main Street couplet.

If the 8th and Main Street couplet is approved by the Highway Commission, the matter of the proportioning of the costs should be considered as the City intends to submit to the voters of the City a proposition for capital improvement program of which the Thru Street Program would be the major portion.

We are enclsoing three (3) copies of the Thru Street Program for your consideration. Tentative copies have heretofore been supplied you and your Traffic Department.

Your consideration of this matter will be greatly appreciated.

Very truly yours,

ROBERT A. DUFF
City Manager

RECEIVED
JUN 26 1956
TRAFFIC ENGINEER

1 copy to files
1 " to Baldock
1 " Crandall

RAD:ds
Encl. (3)

RECEIVED
JUL 2 1956
FOR FILING

711-217(4)

5095

June 29, 1956

Mr. W. E. Thomas
Post Office Box 1227
Medford, Oregon

Dear Sir:

I wish to acknowledge your letter of June 25 wherein you discuss the inadvisability of extending 8th Street across Bear Creek from Riverside to Main Street.

This matter is currently being investigated by the Traffic Engineer and at such time as I receive a report, I will communicate with you further.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc Mr. Robert A. Duff, City Manager

Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. F. B. Crandall

JAH:njs fn

RECEIVED
MAR 19 1956
FOR FILING

March 16, 1956

Mr. Vernon Thorpe
Public Works Director
City of Medford
Medford, Oregon

6563

Dear Sir:

I have just had an opportunity to complete a review of your "Proposed Thru-Street Program" for the city of Medford forwarded to me with your letter of January 27. First, I would like to compliment you and your staff on a very practical approach in a re-evaluation of the proposed thru-street program in your city.

I note that the principal changes in the City's recommendations as against those in the original report treat primarily with the prohibition of parking during peak hours of traffic flow to obtain additional street capacity, rather than to widen the streets to accomplish this same end result. This is an excellent method and eliminates the hazards caused by parking maneuvers. I compliment the community if this plan is implemented.

I note in Proposal No. 2, "10th Street-11th Street Couplet", that there is no provision shown in your plan for extending 11th Street from Central Avenue to Riverside Avenue. I feel that a rather serious bottleneck and inconvenience to traffic will result if this extension is not made. Vehicles eastbound on 11th Street destined for the central business district or points north of the city on Riverside Avenue and points east of Bear Creek will be required to travel some three additional blocks in making this movement. This will throw excessive traffic load on the intersections of Central Avenue and 12th Street and Riverside Avenue and 12th Street, which intersections are presently operating near their practical capacity. I strongly recommend that you extend 11th Street from Central Avenue to Riverside as a part of this proposal.

Turning to Proposal No. 1, "Main Street-6th Street Couplet", I also have your letter of January 26, which was in response to Mr. Williams' letter of November 30 to you on this subject. If the City feels that they can through enforcement, control double parking and standing vehicles on a 40-foot street, such as would be the case between Oakdale and Riverside, if no widening is undertaken on 6th Street, then I think it could operate satisfactorily.

There would have to be strict enforcement of standing and double-parked vehicles, for there will be heavy traffic volumes on this street and all of the street width will be required for the movement of vehicles. It is believed that this couplet should be extended to a terminal point in the vicinity of Lozier Lane for successful operation.

At such time as the City is ready to proceed with Main Street-8th Street Couplet, if you will so advise me, I will at that time present the matter to the State Highway Commission for its consideration to determine if it can participate with the City in the project.

I trust the foregoing comments will be of aid to you and City Superintendent Robert A. Duff in implementing your "Proposed Thru-Street Program". If this office can be of further help to you in executing your program, feel free to communicate with us at any time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. Forrest Cooper
Mr. Tom Edwards

JAH:njs fn

REFERRED TO
~~Mr. Baldock~~
BY DEPUTY STATE HIGHWAY ENGINEER
~~Please note and forward to Crandall to note.~~
WCW.

CITY OF MEDFORD
MEDFORD, OREGON

January 26, 1956

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

We have studied your letter and estimates of November 30th of the alternate one-way street couplet, Main Street and 8th Street.

We submit for your consideration the fact that there is apparently contemplated a considerable amount of widening on 8th Street between Oakdale Avenue and Riverside Avenue, in the amount of $223,900. In view of the fact that this will provide an additional east-west street, and that 6th Street would continue to be used as a two-way local street and would relieve the 8th Street of a considerable amount of traffic that this existing 40 foot street section would probably be adequate for several years.

We have made some preliminary estimates of an alternate of this 7th - 8th Street Couplet, a copy of which is enclosed. This alternate indicates the use of the present 40 foot width of 8th Street that would affect a saving of approximately $236,500 of the $337,500 additional cost outlined in your letter.

It might also be possible to terminate the couplet at Columbus Avenue, instead of extending it to Lozier Lane. We realize that this is not as desirable a couplet, but would affect an appreciable saving.

We will forward you a copy of our Proposed Thru-Street Program for your consideration within the next few days.

Respectfully submitted,

ROBERT A. DUFF
City Manager

By Vernon Thorpe
VERNON THORPE
Public Works Director

Crandall

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TRAFFIC ENGINEER

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JAN 27
OFFICE OF
STATE HIGHWAY ENGINEER

VT:gc

BERT A. DUFF
CITY SUPERINTENDENT

CITY OF MEDFORD
MEDFORD, OREGON

January 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

We are attaching a copy of the Proposed Street Program for the City of Medford. This program is a modification of the Street Study prepared by the Oregon State Highway Commission in September 1954.

We wish to emphasize that your proposal was excellent in all respects and would provide an ideal Street System. Estimates of costs to the City for this program was $4,130,000, which along with a number of other major Public Works Improvements would create an excessive tax burden.

A modified program that would cost the City an estimated $1,656,100 has been prepared. This program follows the same general patterns and also does not preclude the possibility of the major portion of the original program being ultimately constructed.

We will appreciate your reviewing this program and advising us of any discrepancies you might find. As the success of this program will depend a great deal on the integration with the State Highway program, we will further appreciate your consideration in this respect.

We have included the 7th Street-8th Street Couplet in this program even though the City's cost is considerably higher. We feel that the benefits are well worth the additional cost.

Respectfully submitted,

ROBERT A. DUFF
City Manager

By Vernon Thorpe
VERNON THORPE
Public Works Director

Crandall
Please study this and then discuss with me.

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JAN [illegible]
TRAFFIC ENGINEER

RECEIVED
JAN 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

VT:gc
Enclosure

OBERT A. DUFF
CITY SUPERINTENDENT

CITY OF MEDFORD
MEDFORD, OREGON

January 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

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Respectfully submitted,

ROBERT A. DUFF
City Manager

By Vernon Thorpe
VERNON THORPE
Public Works Director

Crandall
Please study this and then discuss with me.

VT:gc
Enclosure

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TRAFFIC ENGINEER

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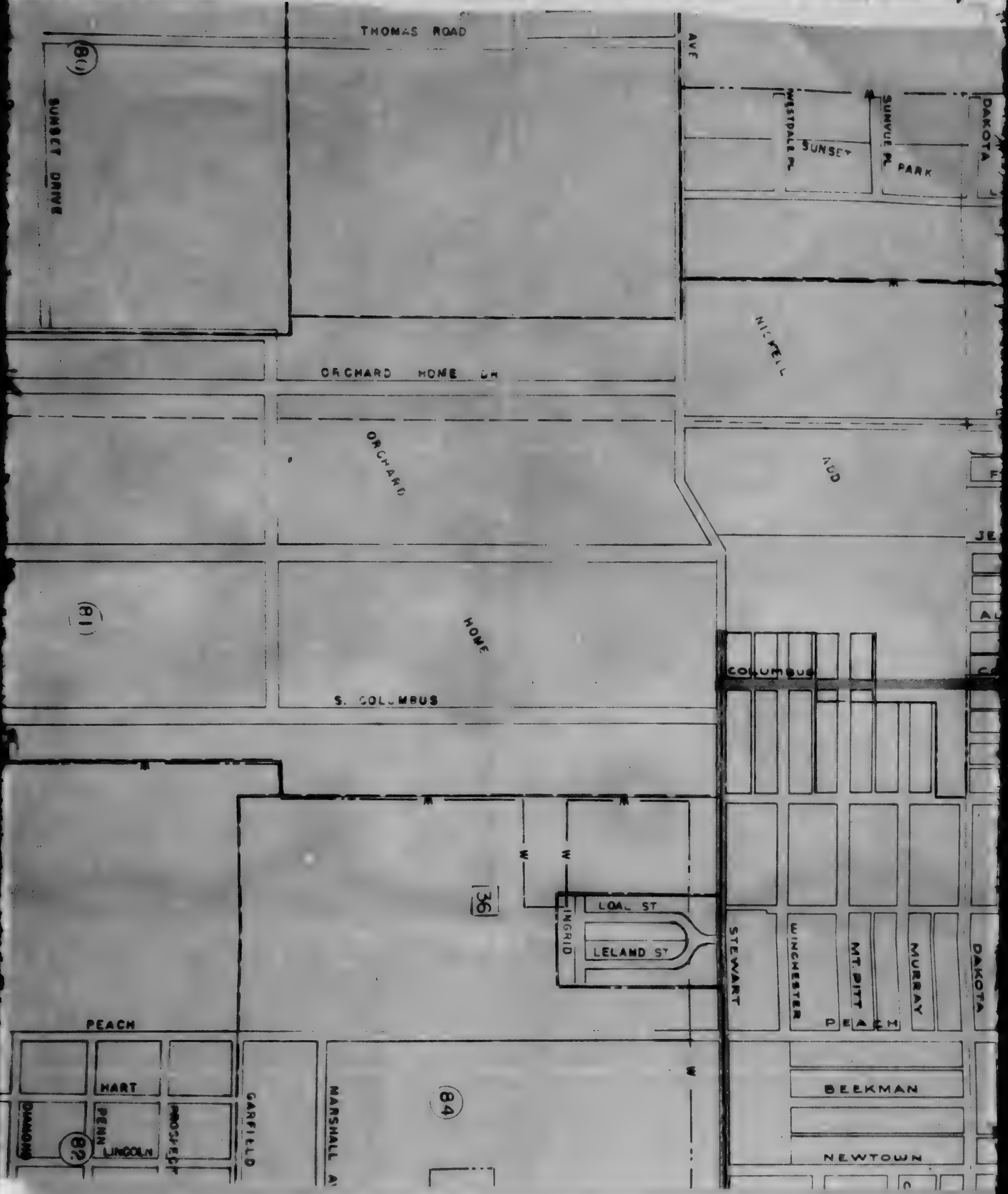
OFFICE OF
STATE HIGHWAY ENGINEER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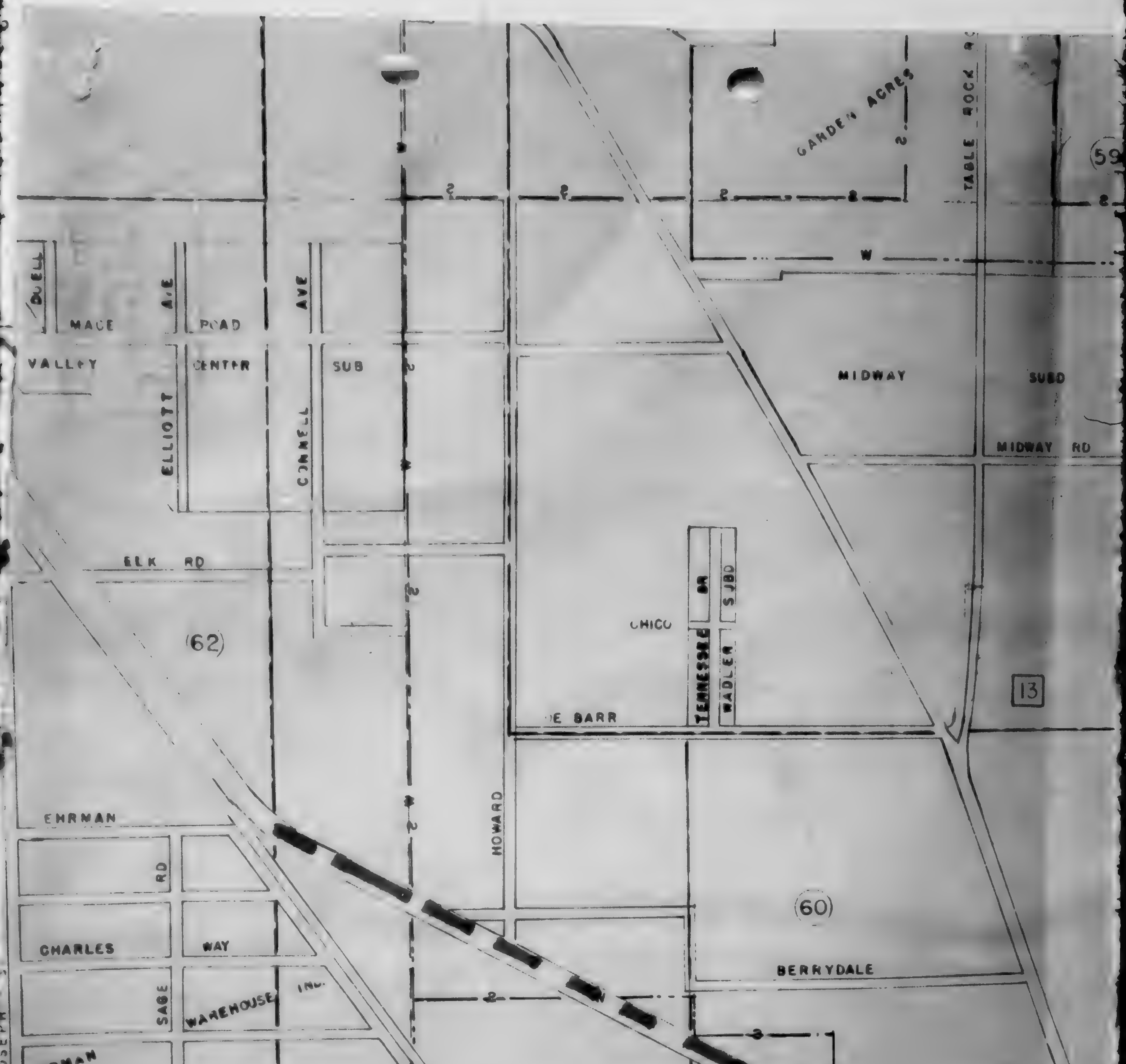
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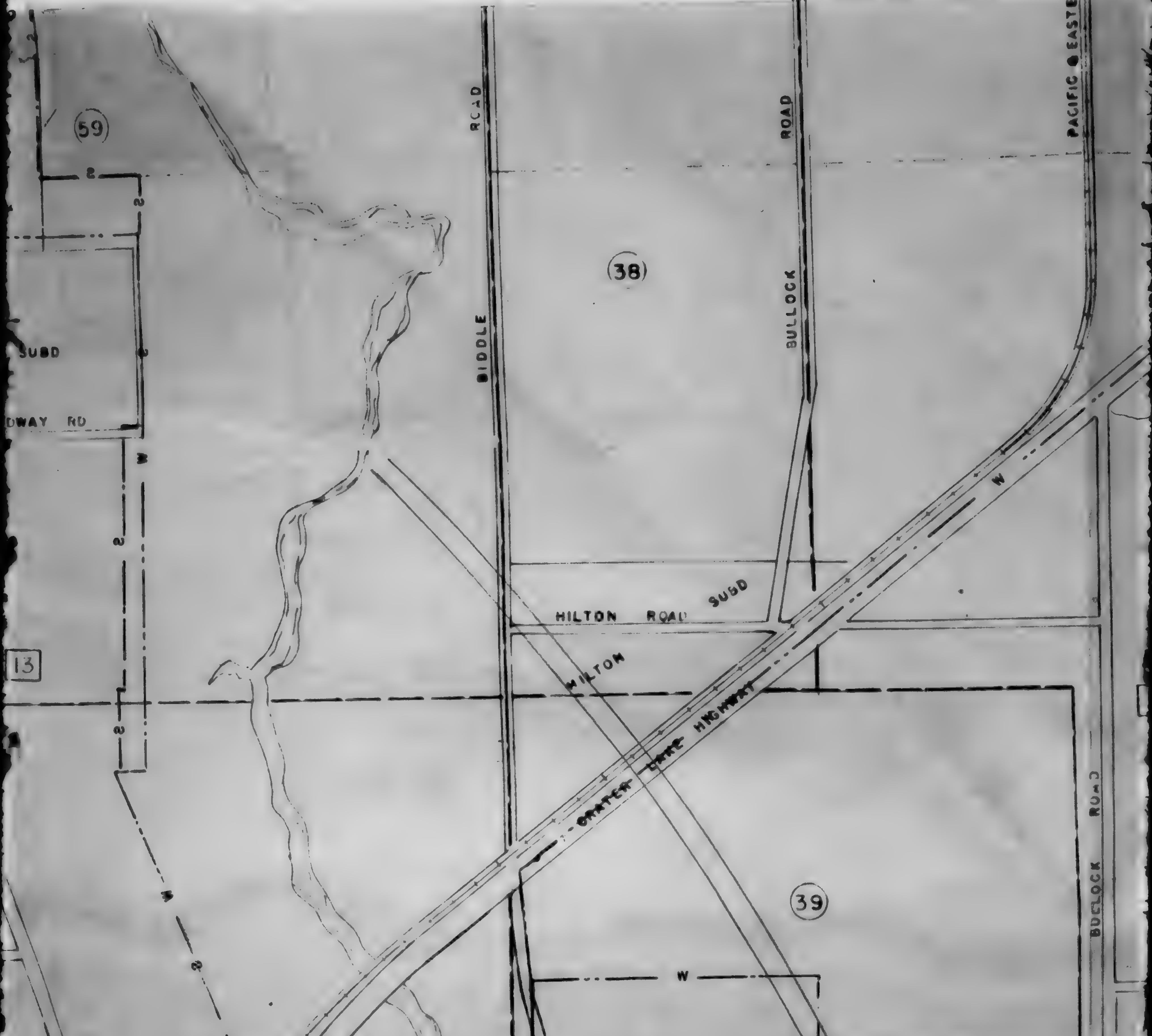

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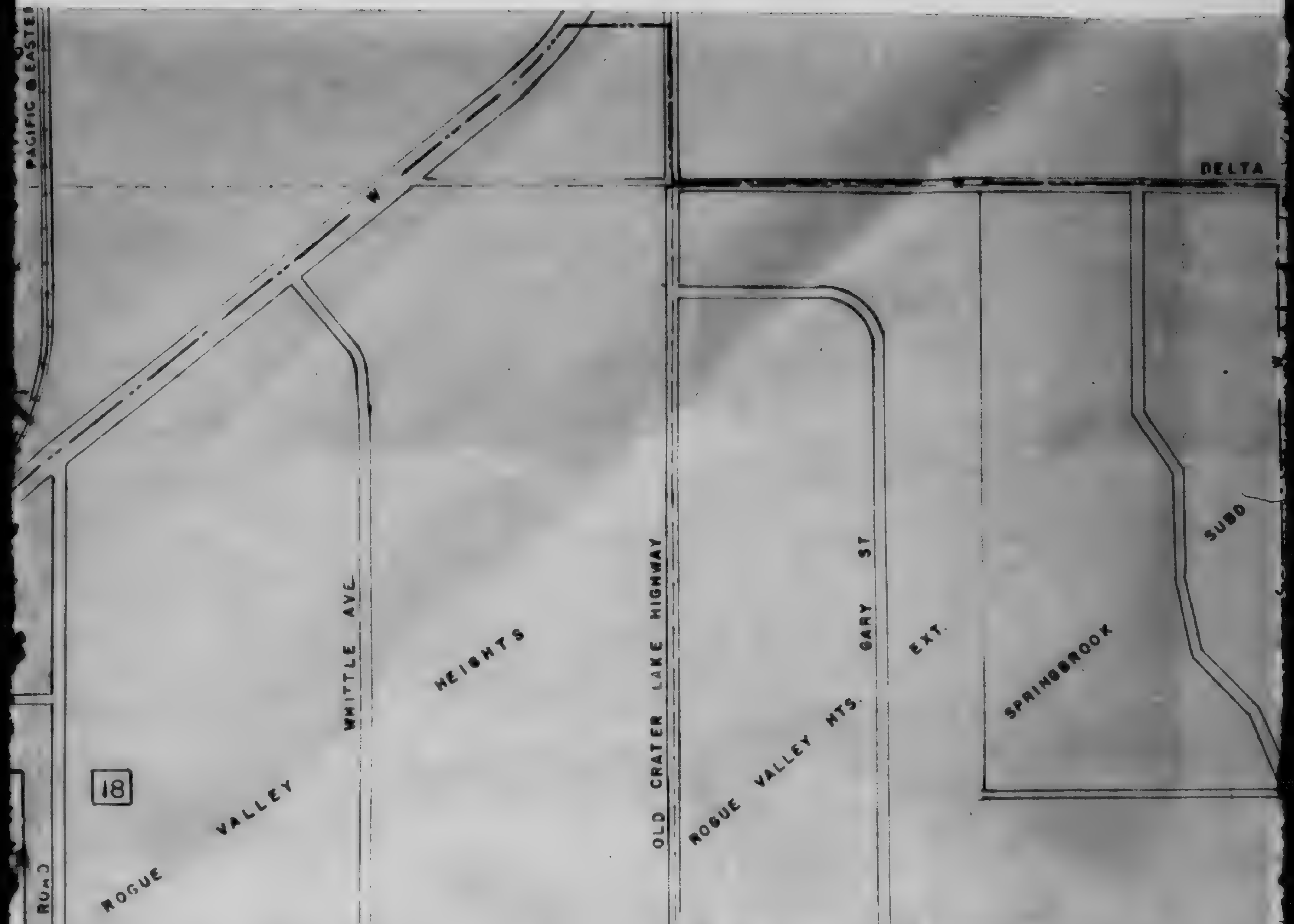
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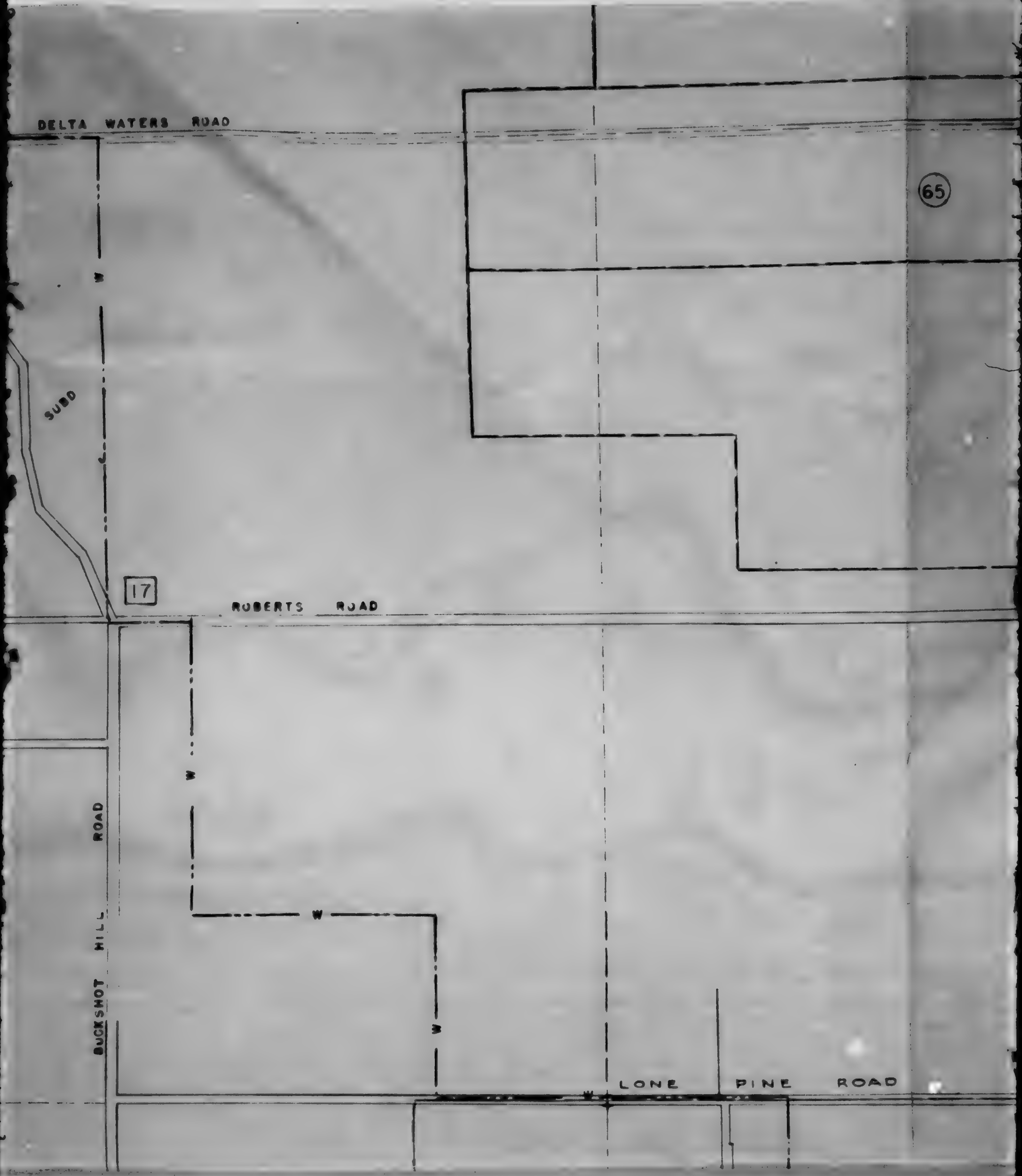
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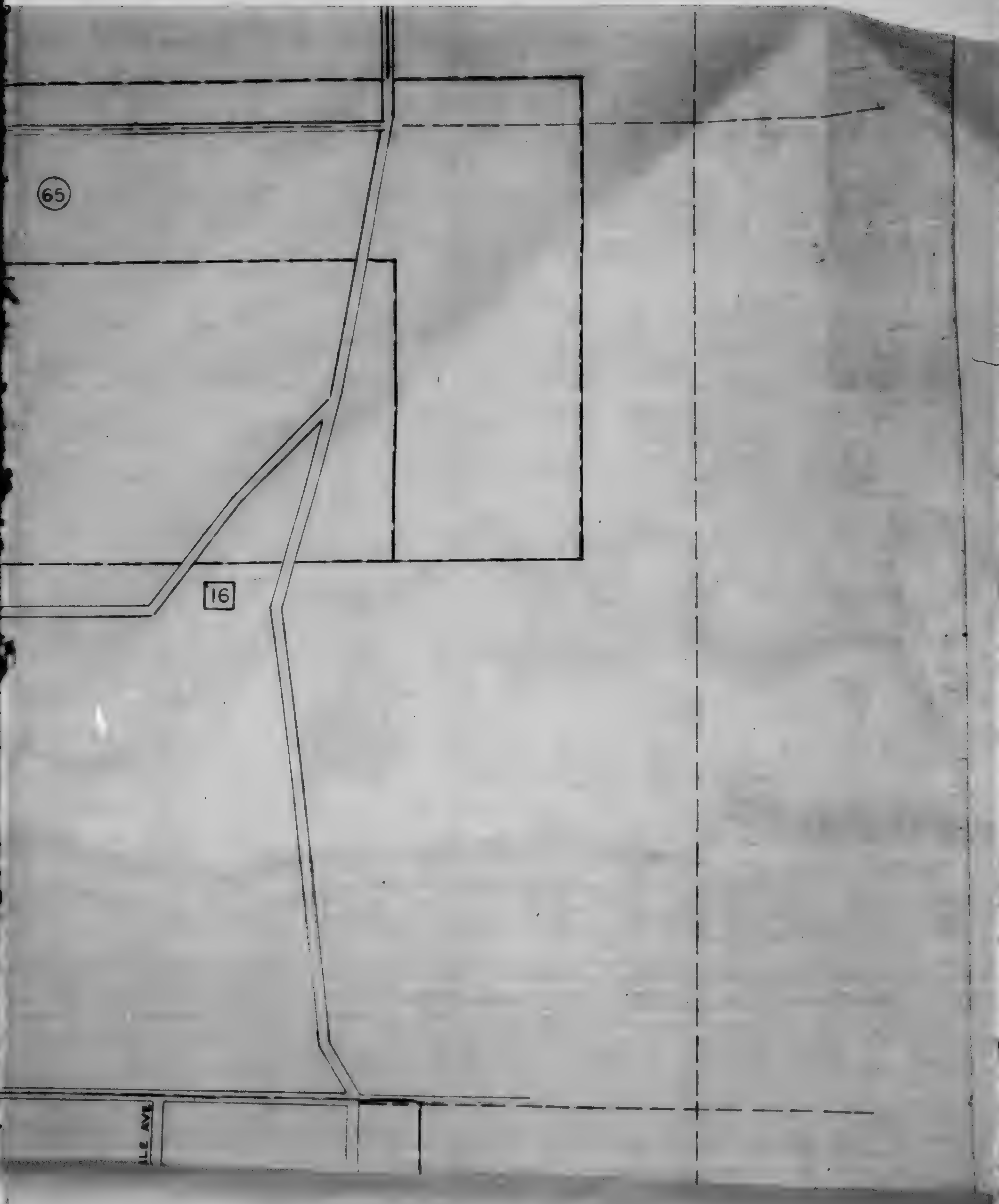
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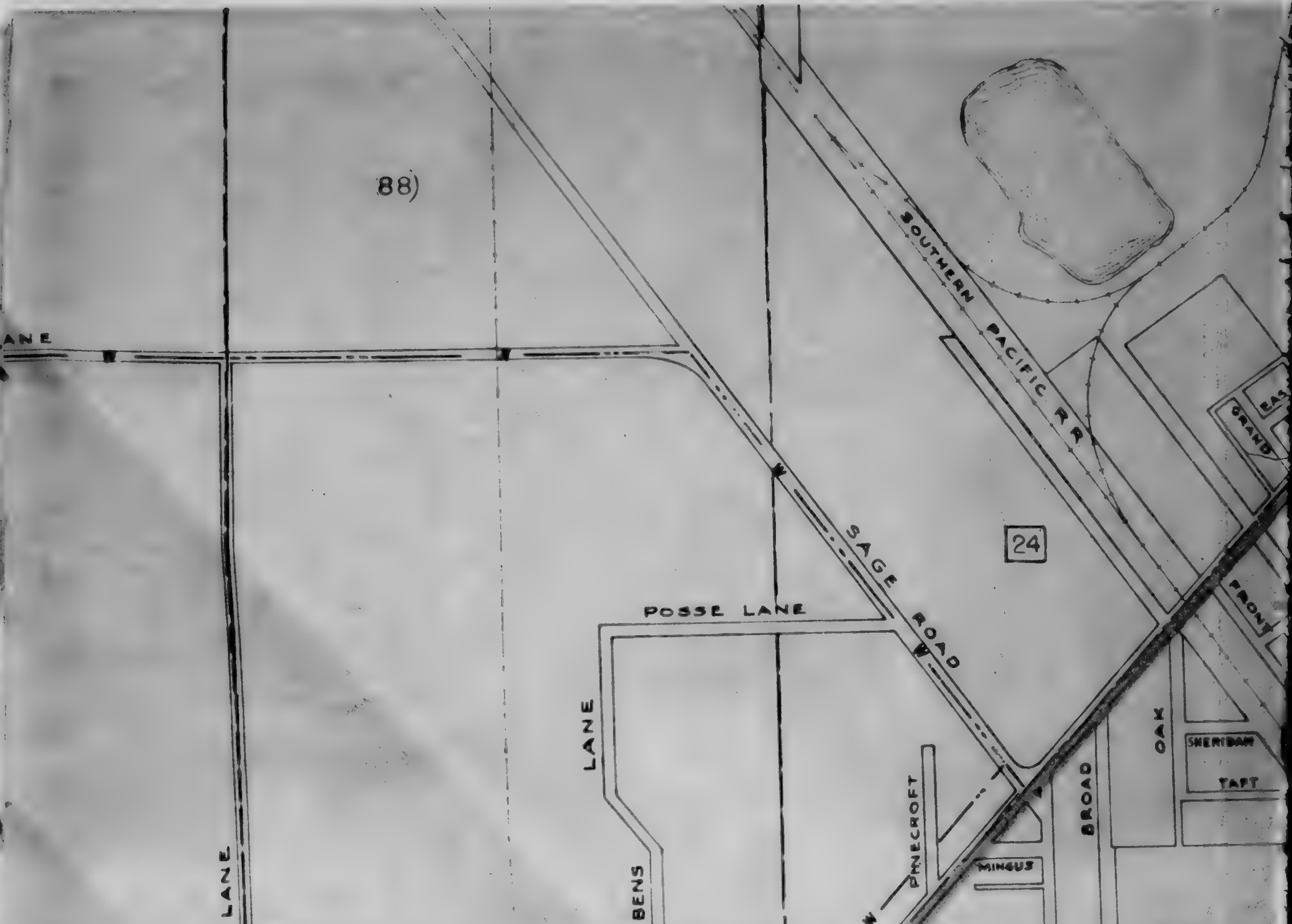
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ROSS LANE
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MARY
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MAPLE PARK DRIVE
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ALDER
JACKSON
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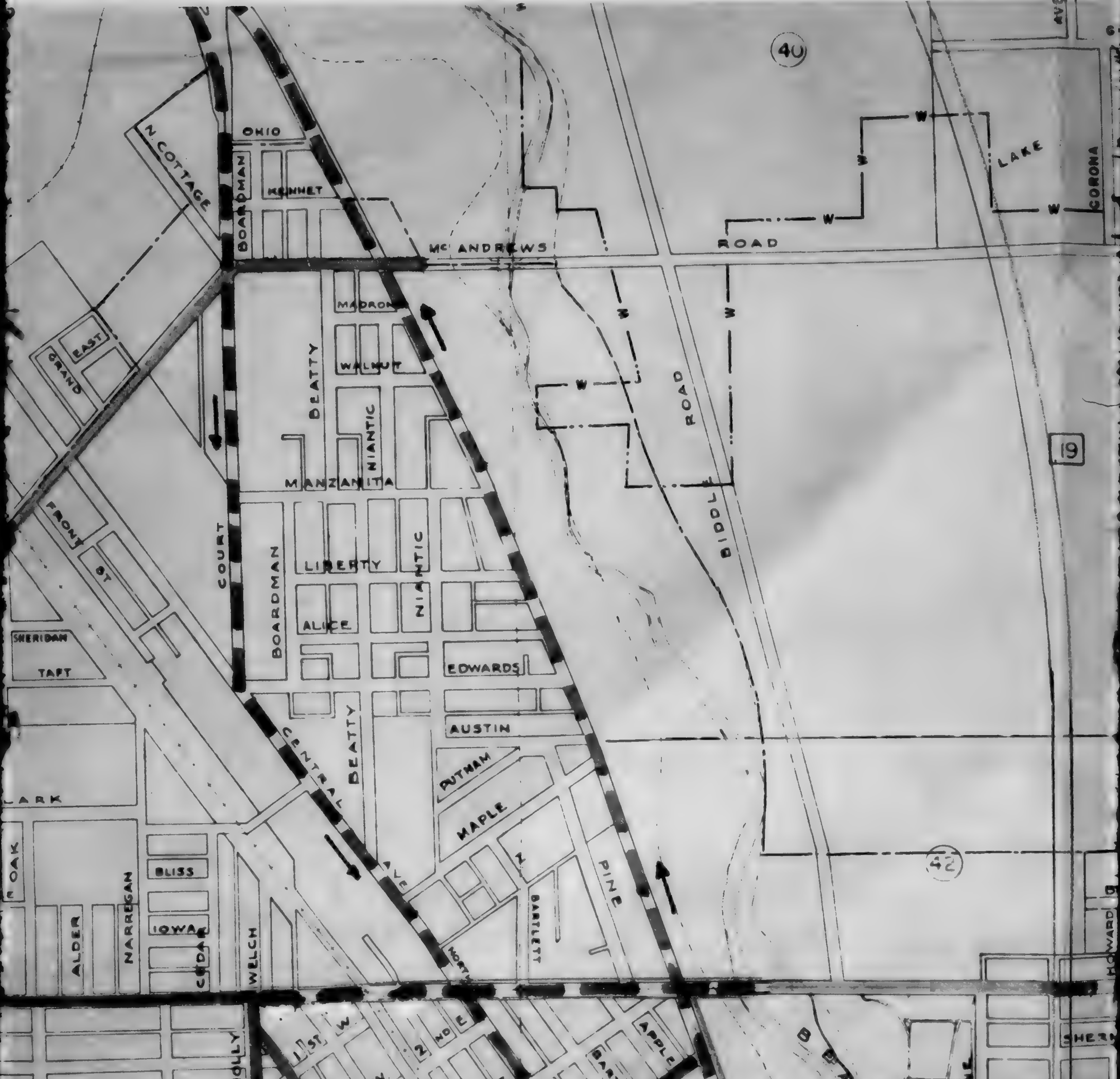
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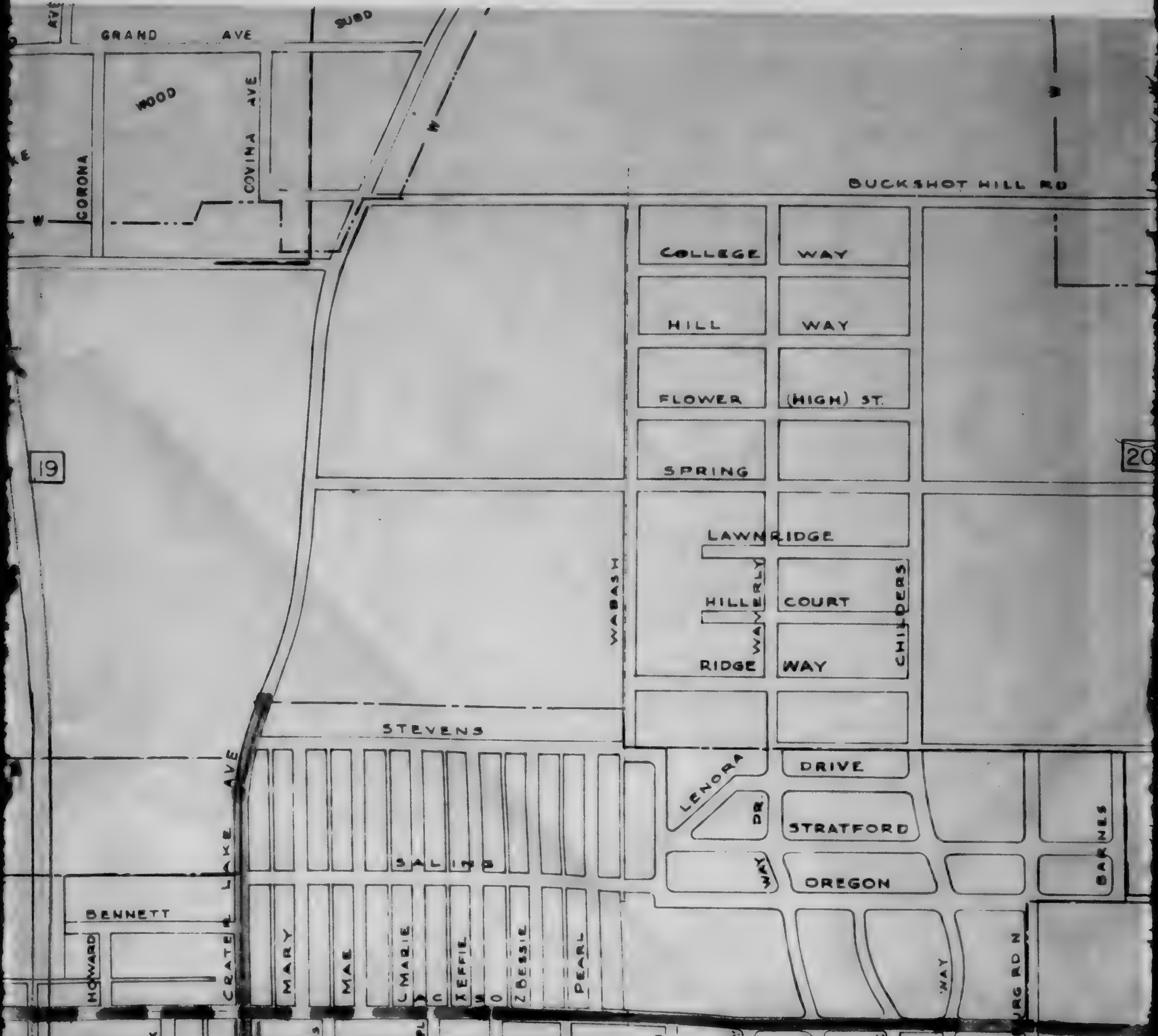
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QUEEN ANNE
MADISON PL
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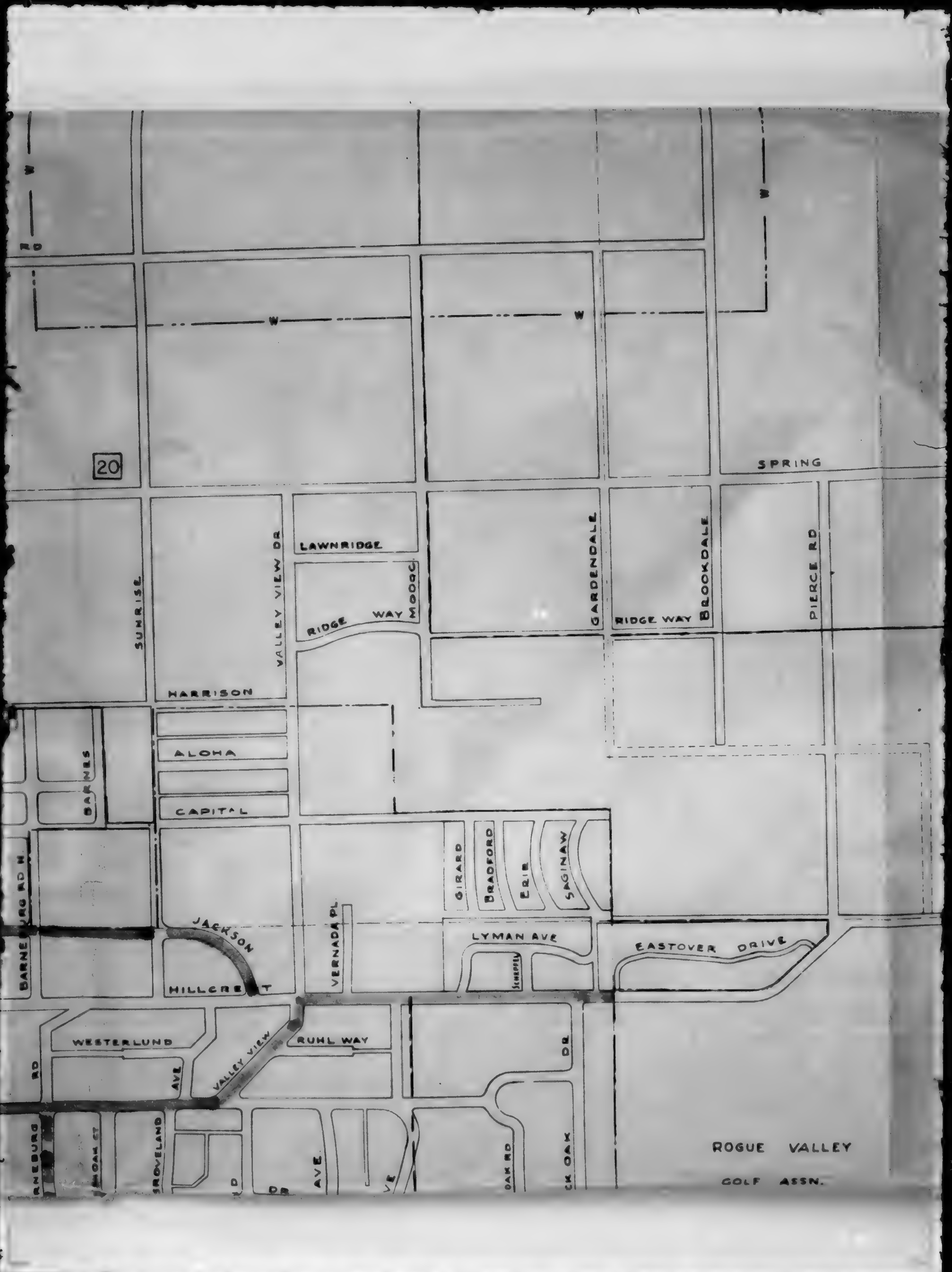
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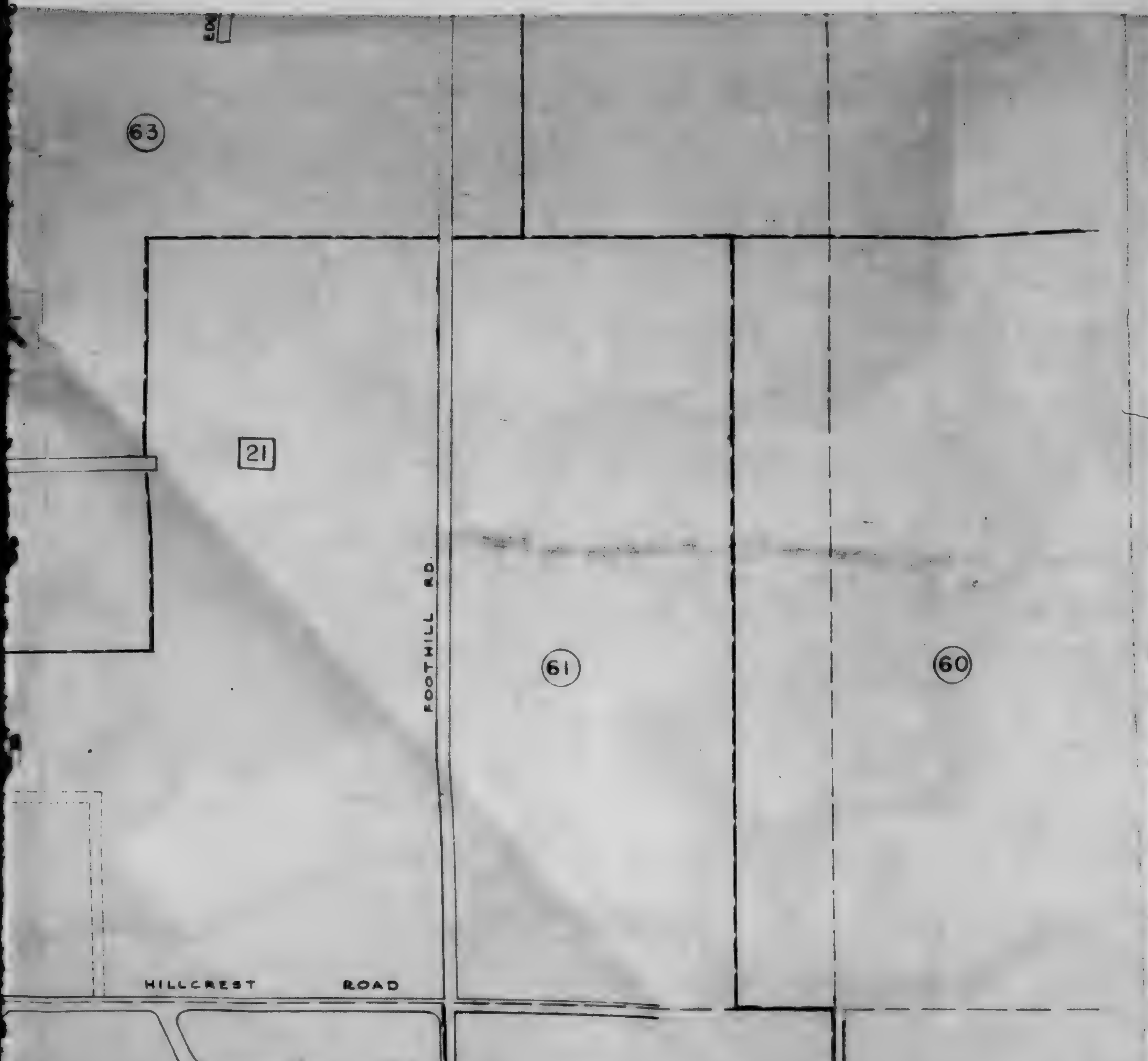
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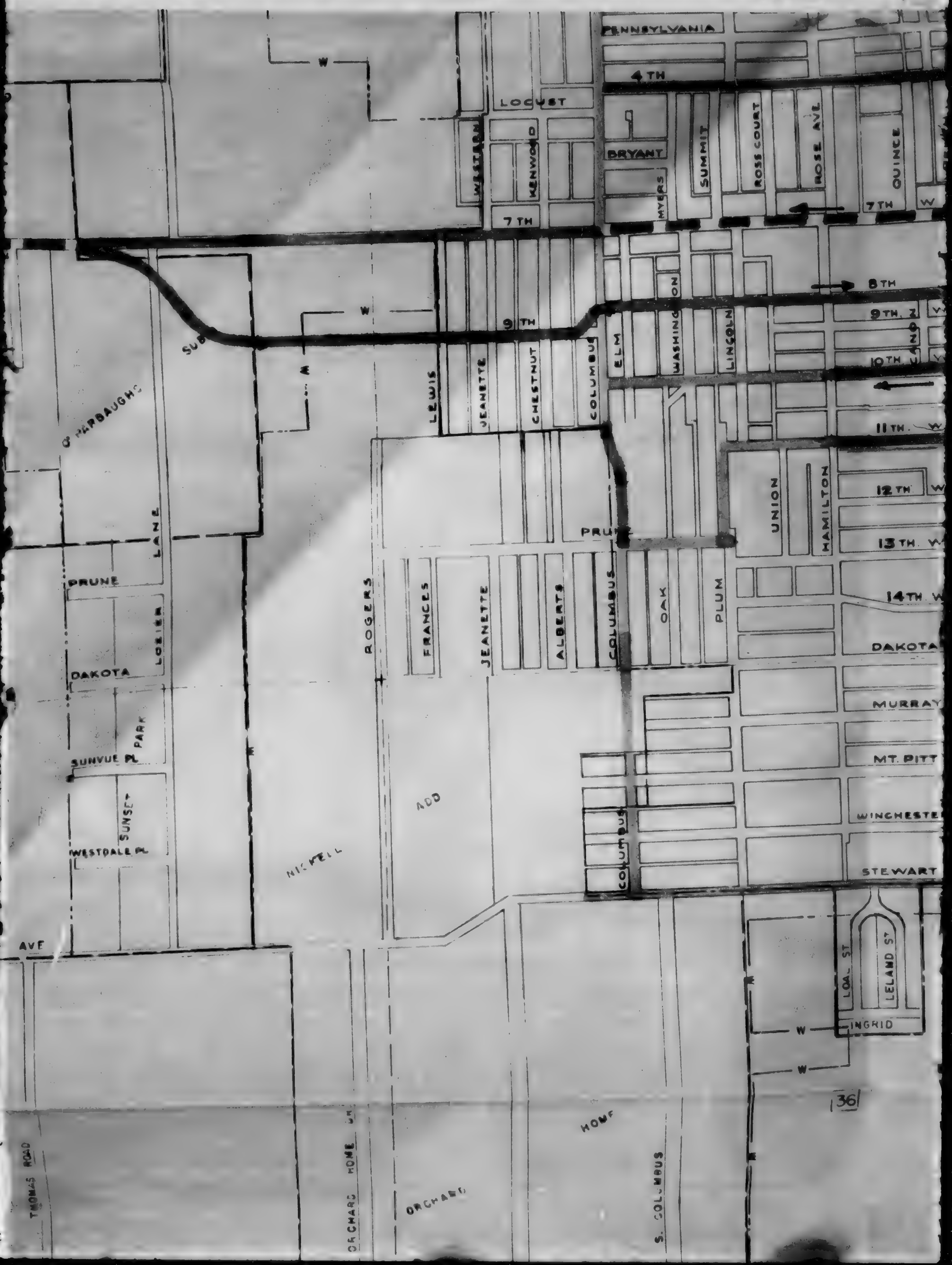
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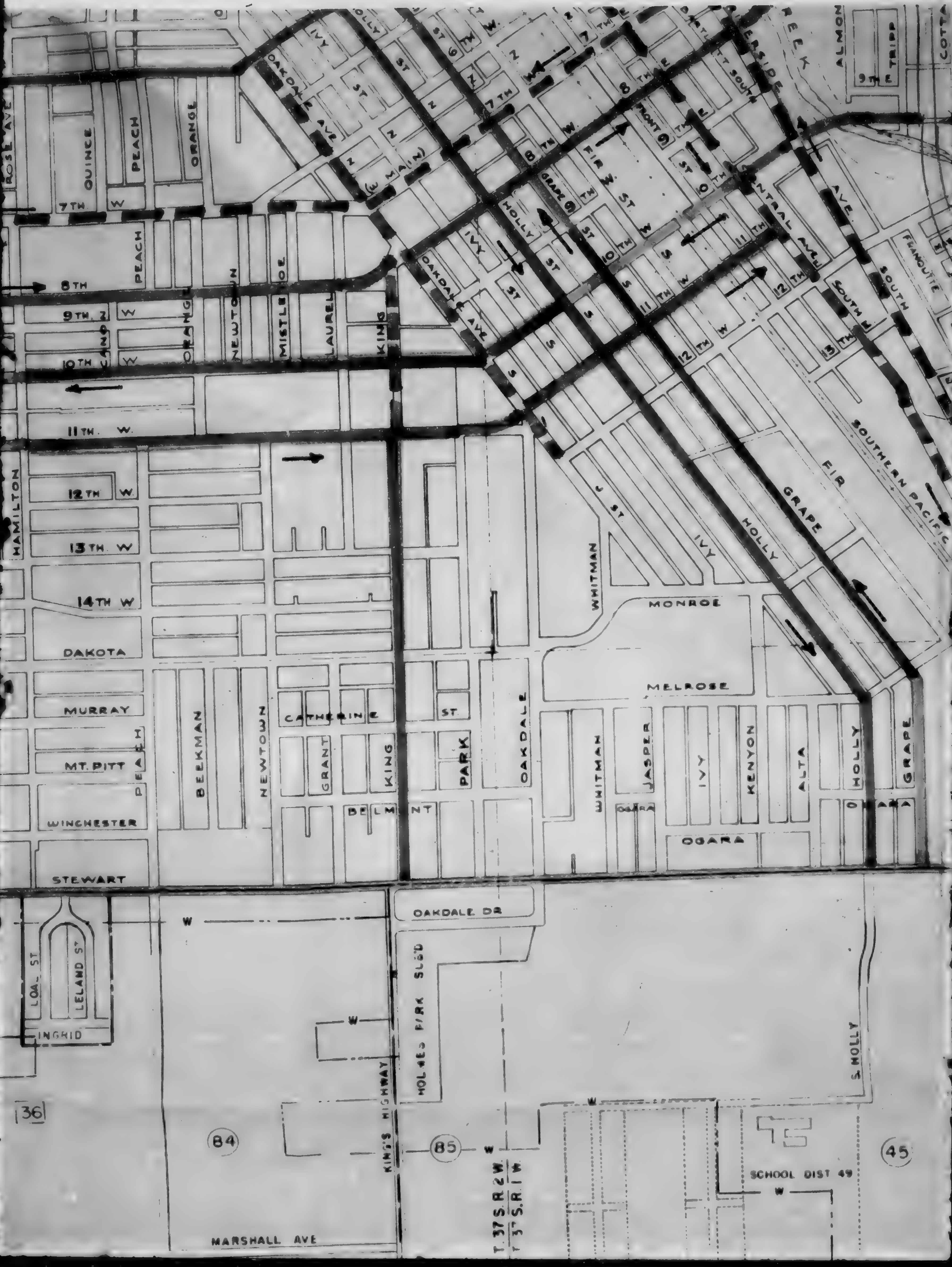
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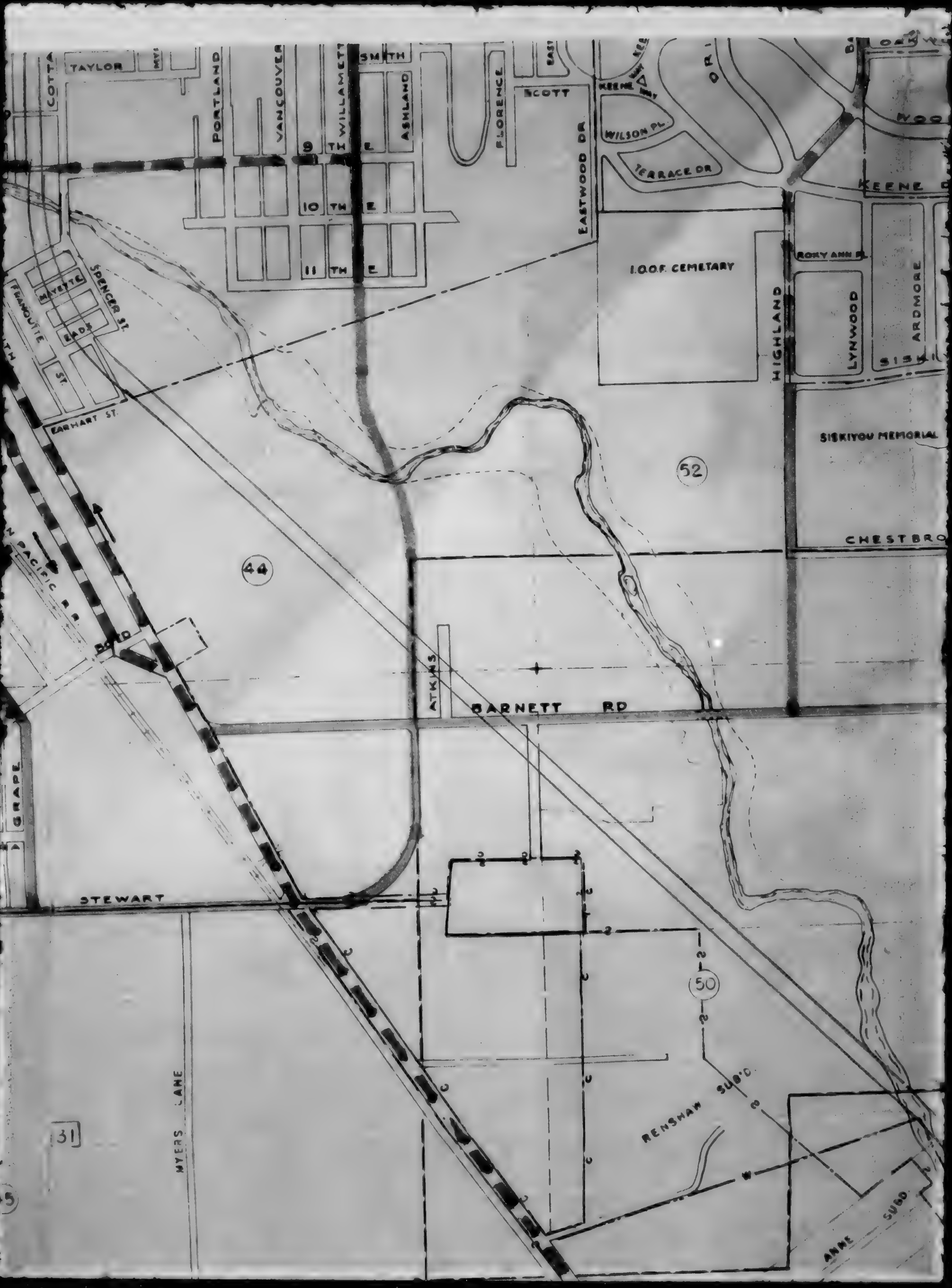
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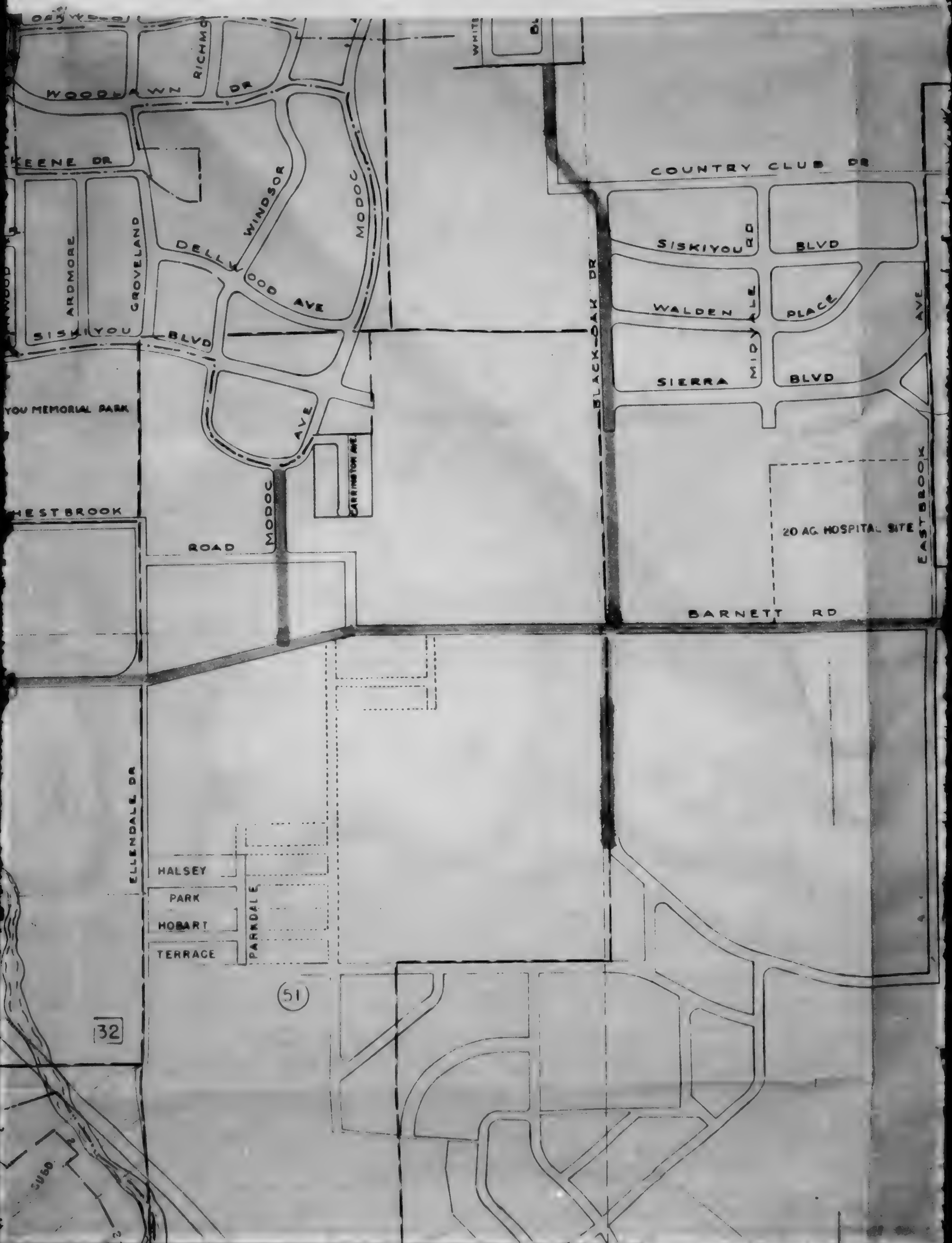
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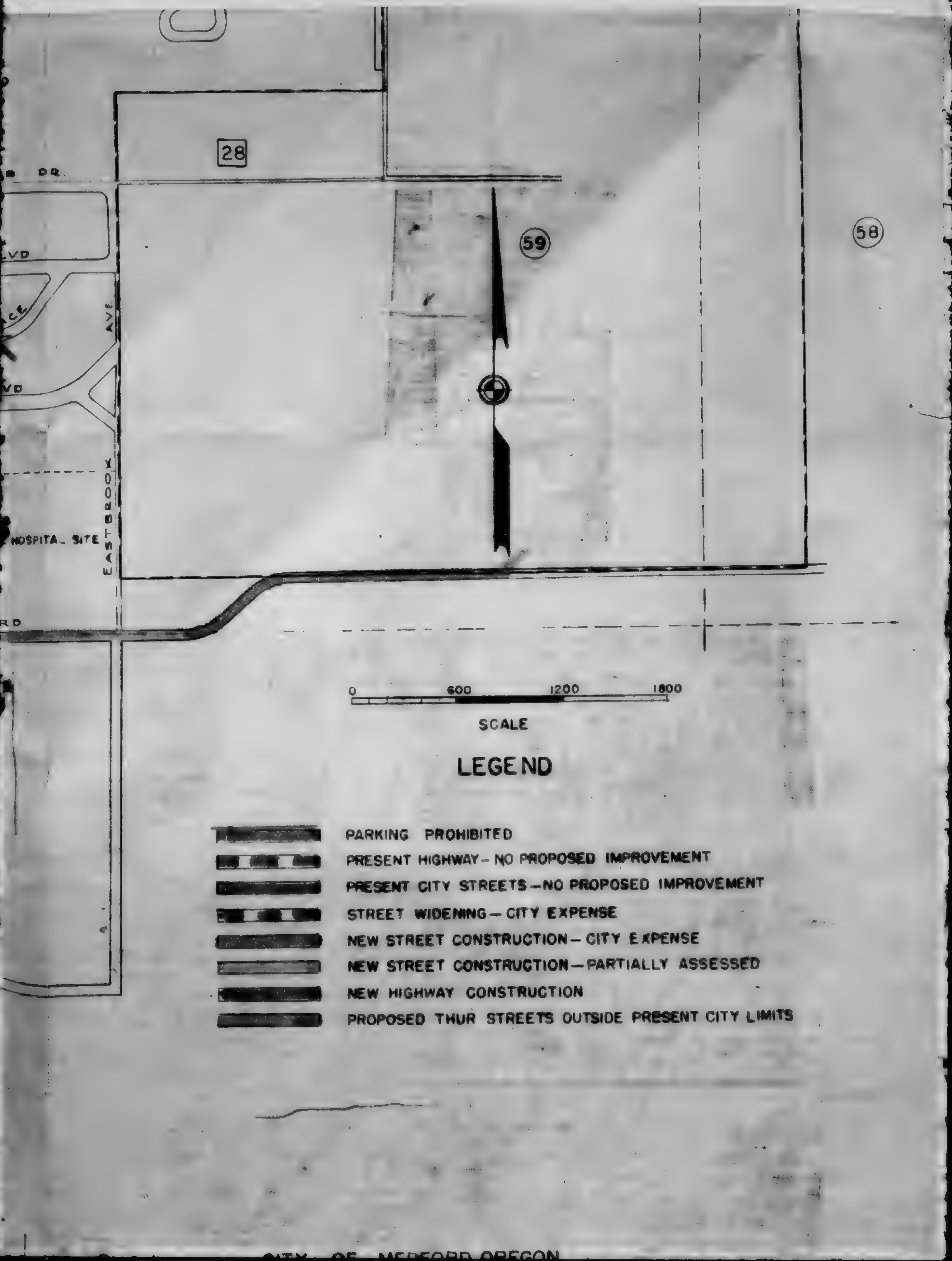
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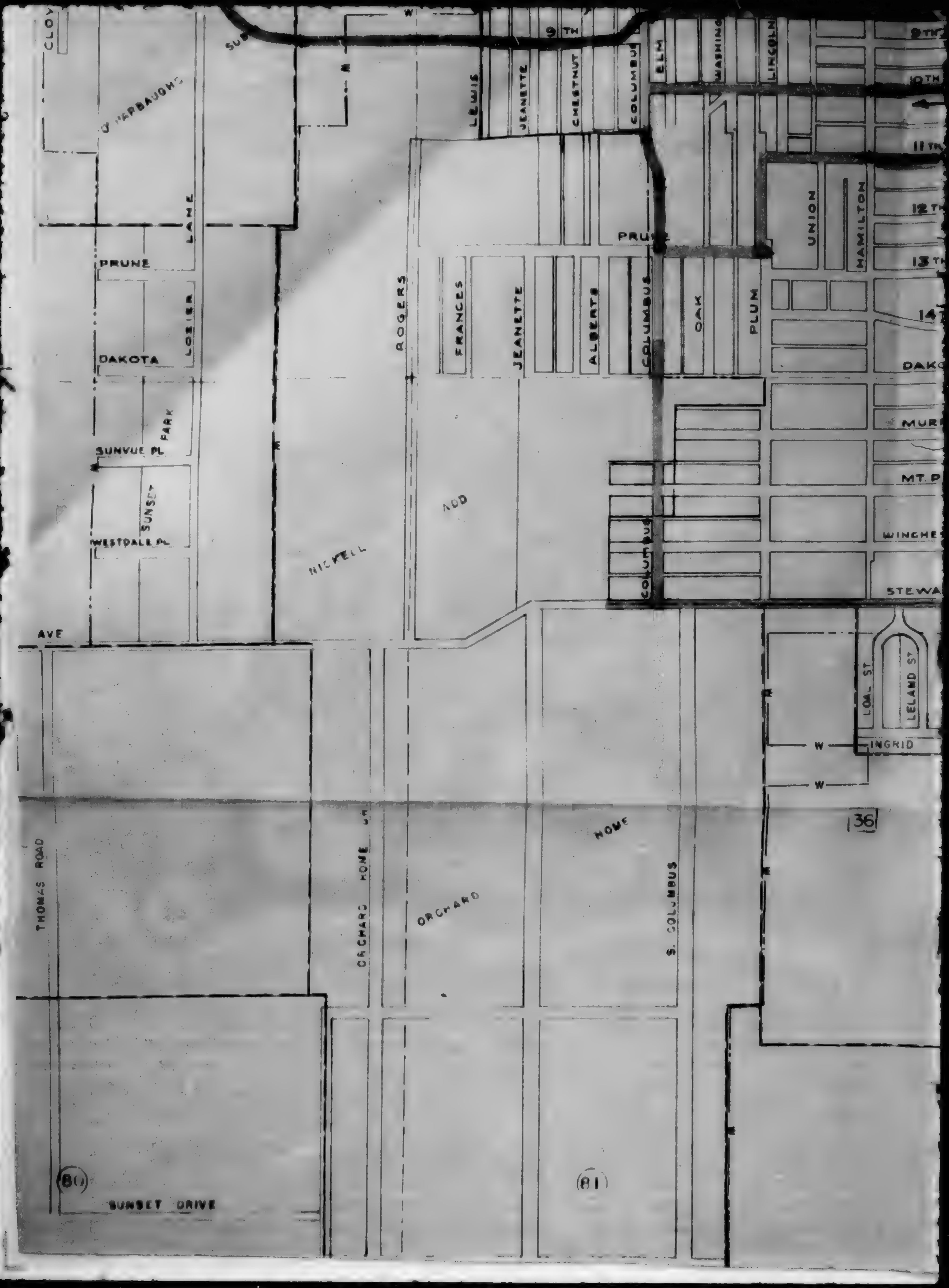
PRESENT HIGHWAY – NO PROPOSED IMPROVEMENT
PRESENT CITY STREETS – NO PROPOSED IMPROVEMENT
STREET WIDENING – CITY EXPENSE
NEW STREET CONSTRUCTION – CITY EXPENSE
NEW STREET CONSTRUCTION – PARTIALLY ASSESSED
NEW HIGHWAY CONSTRUCTION
PROPOSED THUR STREETS OUTSIDE PRESENT CITY LIMITS

CITY OF MEDFORD OREGON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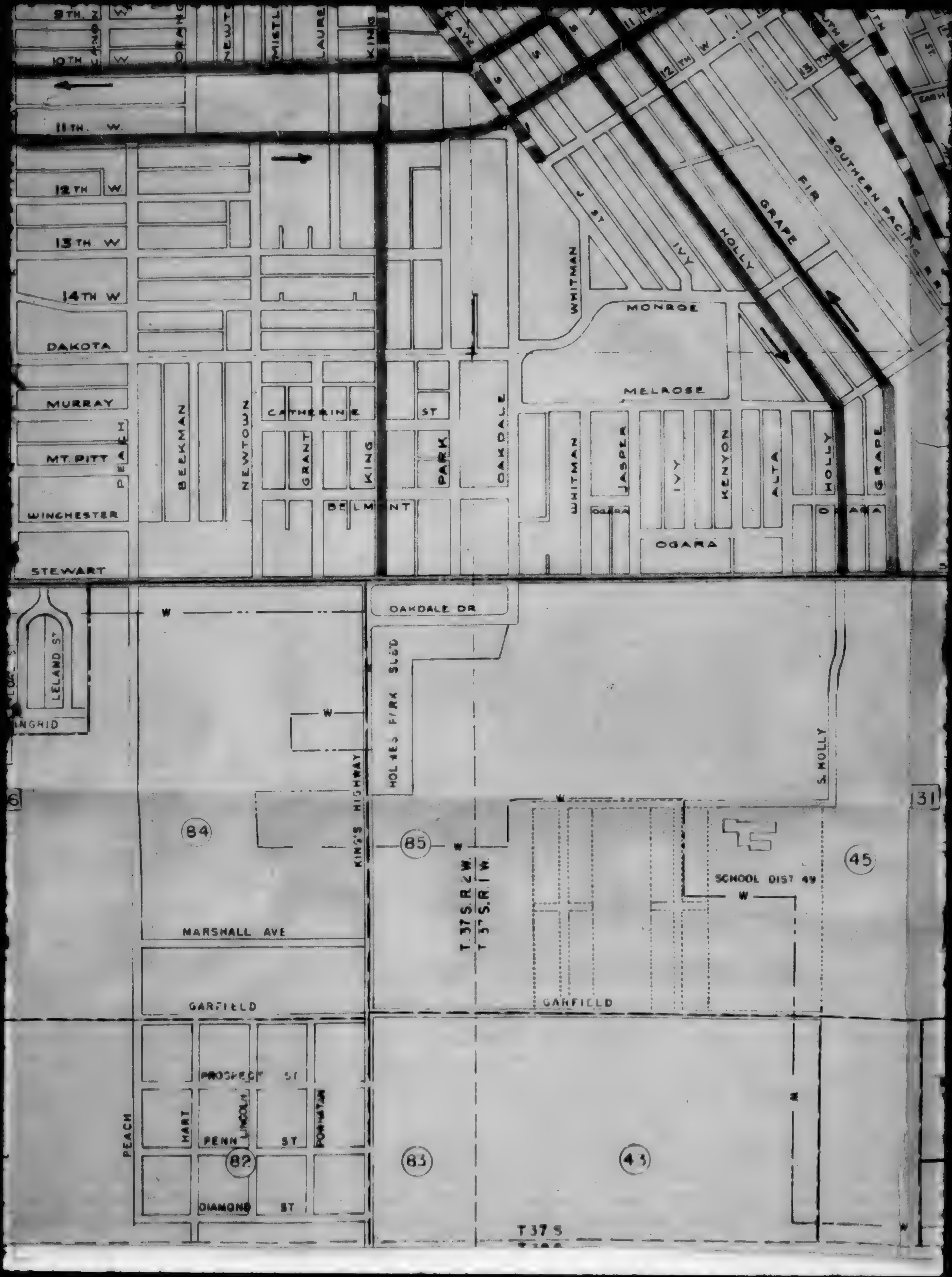
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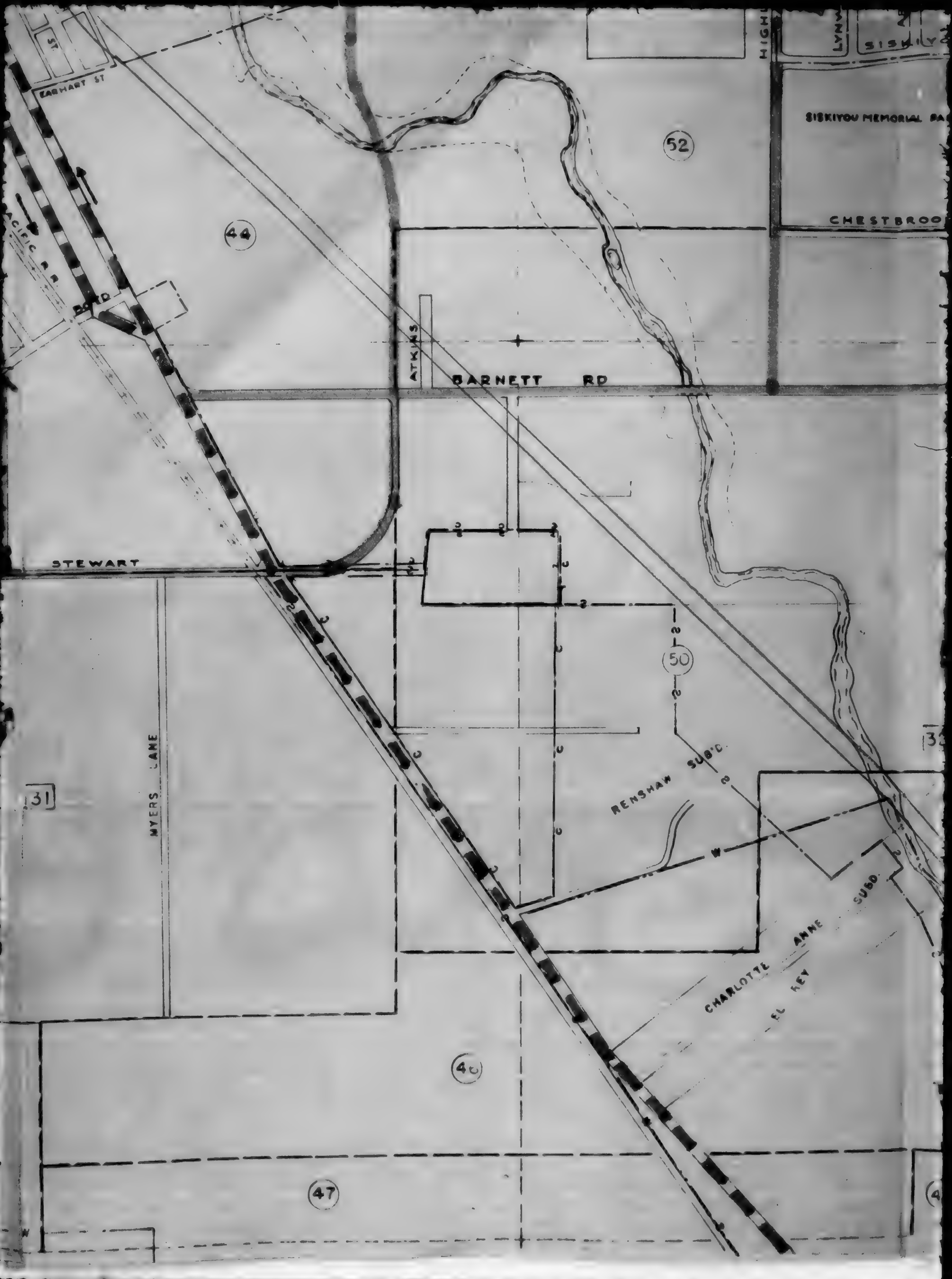
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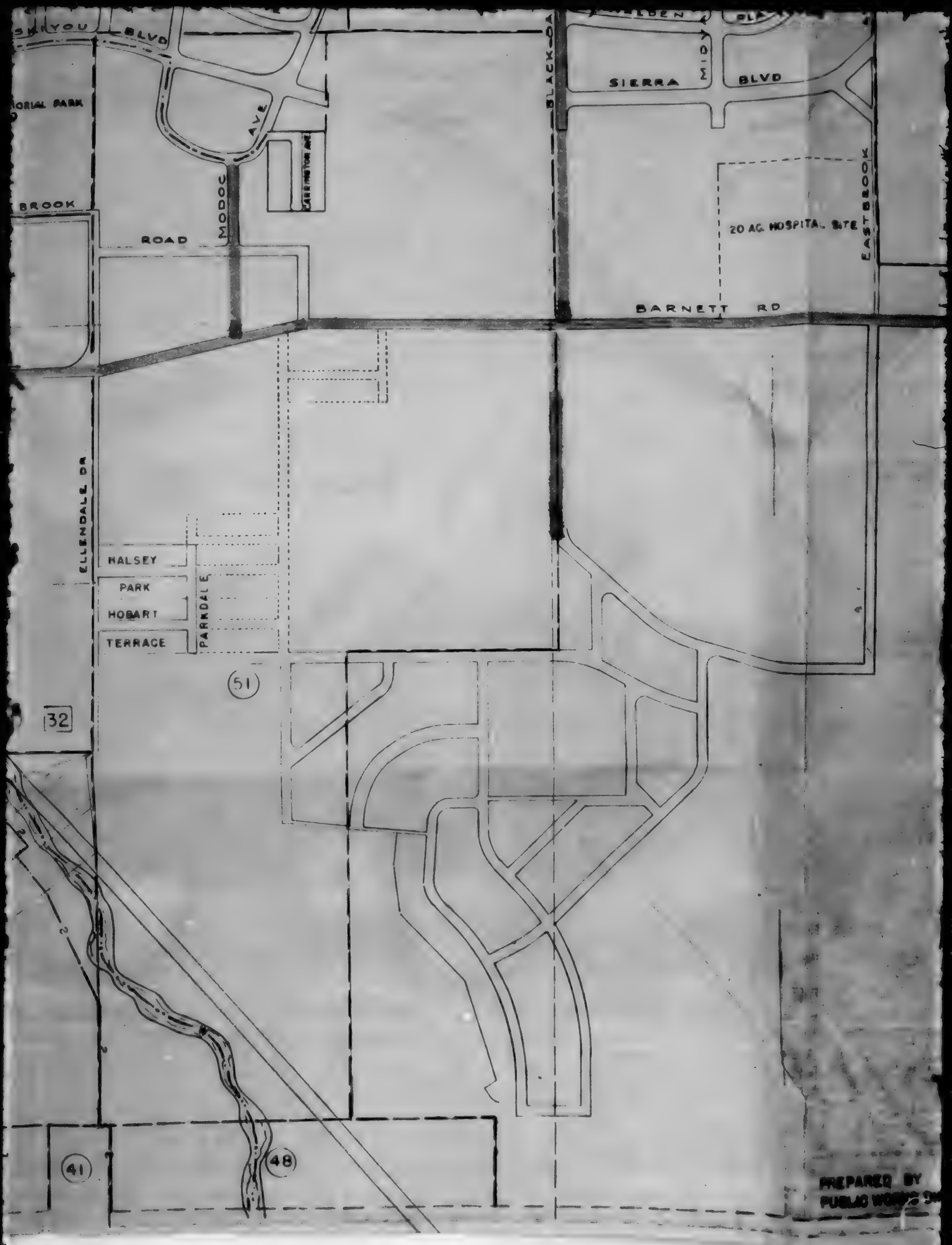
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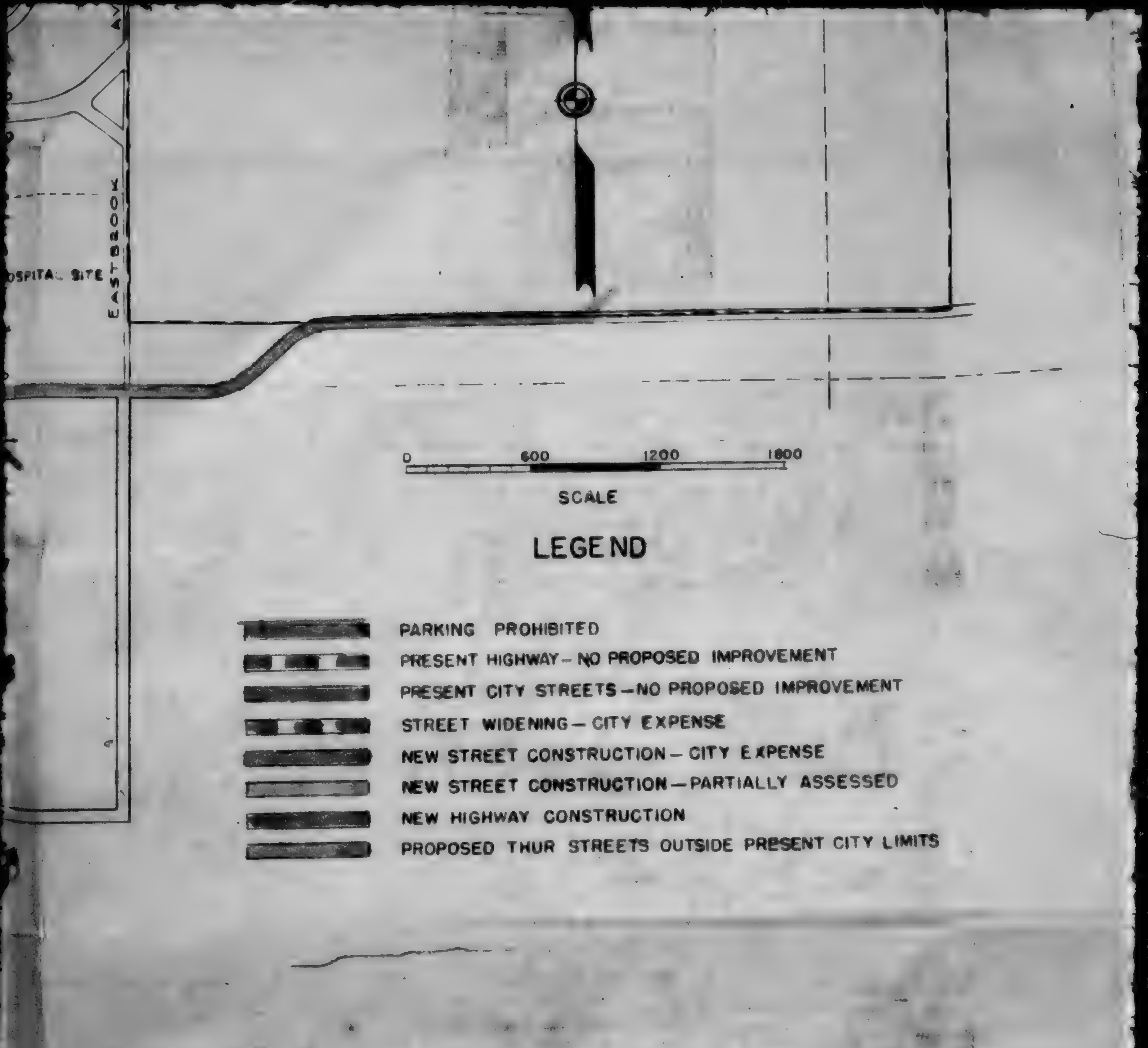
PREPARED BY
PUBLIC WORKS



LEGEND

▬	PARKING PROHIBITED
▬ ▬ ▬	PRESENT HIGHWAY – NO PROPOSED IMPROVEMENT
▬	PRESENT CITY STREETS – NO PROPOSED IMPROVEMENT
▬ ▬ ▬	STREET WIDENING – CITY EXPENSE
▬	NEW STREET CONSTRUCTION – CITY EXPENSE
▭	NEW STREET CONSTRUCTION – PARTIALLY ASSESSED
▬	NEW HIGHWAY CONSTRUCTION
▬	PROPOSED THUR STREETS OUTSIDE PRESENT CITY LIMITS

CITY OF MEDFORD, OREGON

PUBLIC WORKS DEPARTMENT

PROPOSED
THRU-STREET SYSTEM

NOVEMBER 1953

PREPARED BY
PUBLIC WORKS DIRECTOR ____________

APPROVED BY
CITY MANAGER ____________

ROBERT A. DUFF
CITY SUPERINTENDENT
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US-2174

5095

File

CITY OF MEDFORD
MEDFORD, OREGON

January 26, 1956

W. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

We have studied your letter and estimates of November 30th of the alternate one-way street couplet, Main Street and 8th Street.

We submit for your consideration the fact that there is apparently contemplated a considerable amount of widening on 8th Street between Oakdale Avenue and Riverside Avenue, in the amount of $223,900. In view of the fact that this will provide an additional east-west street, and that 6th Street would continue to be used as a two-way local street and would relieve the 8th Street of a considerable amount of traffic that this existing 40 foot street section would probably be adequate for several years.

We have made some preliminary estimates of an alternate of this 7th - 8th Street Couplet, a copy of which is enclosed. This alternate indicates the use of the present 40 foot width of 8th Street that would affect a saving of approximately $236,500 of the $337,500 additional cost outlined in your letter.

It might also be possible to terminate the couplet at Columbus Avenue, instead of extending it to Lozier Lane. We realize that this is not as desirable a couplet, but would affect an appreciable saving.

We will forward you a copy of our Proposed Thru-Street Program for your consideration within the next few days.

Respectfully submitted,

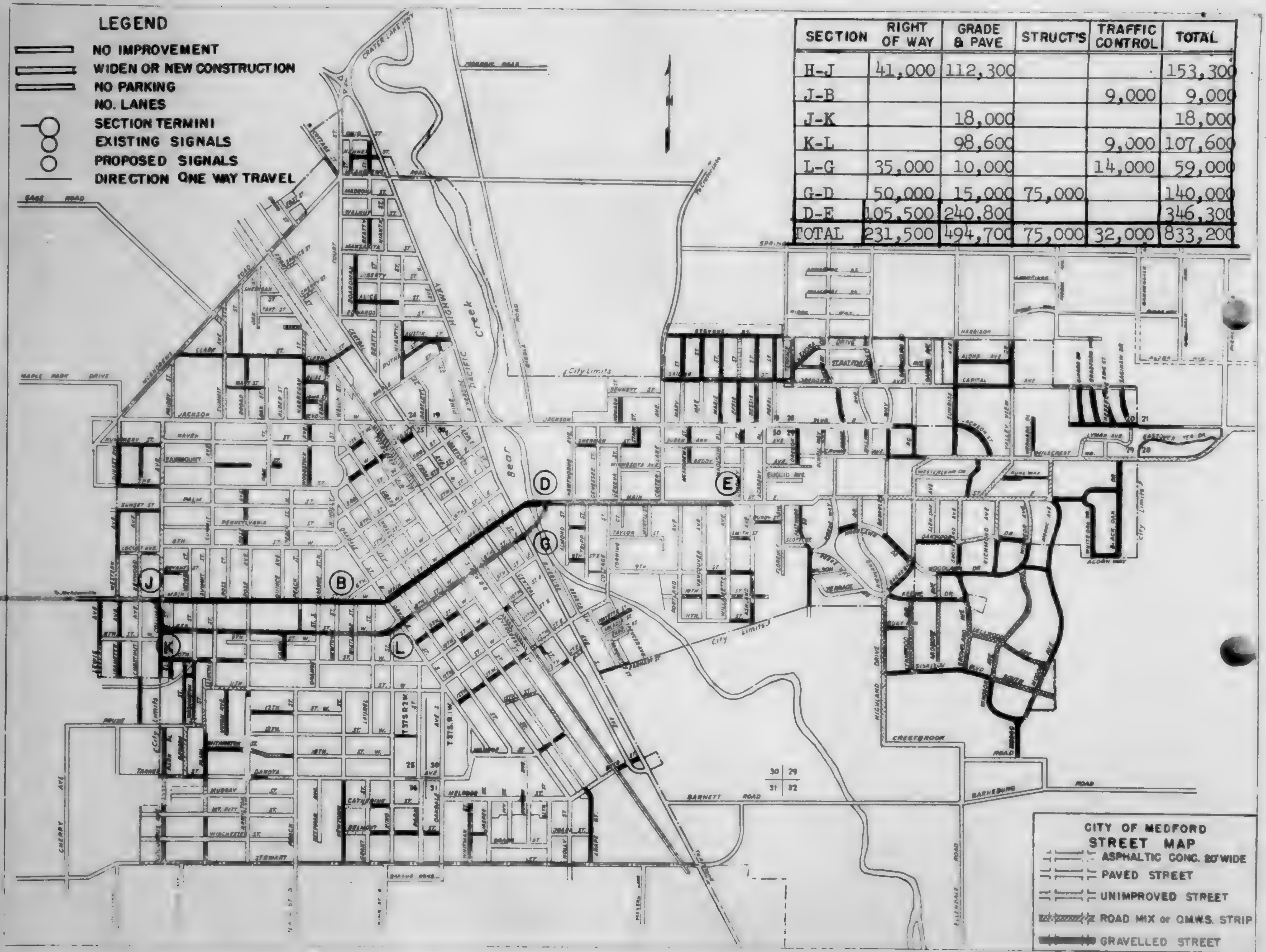
ROBERT A. DUFF
City Manager

By Vernon Thorpe
VERNON THORPE
Public Works Director

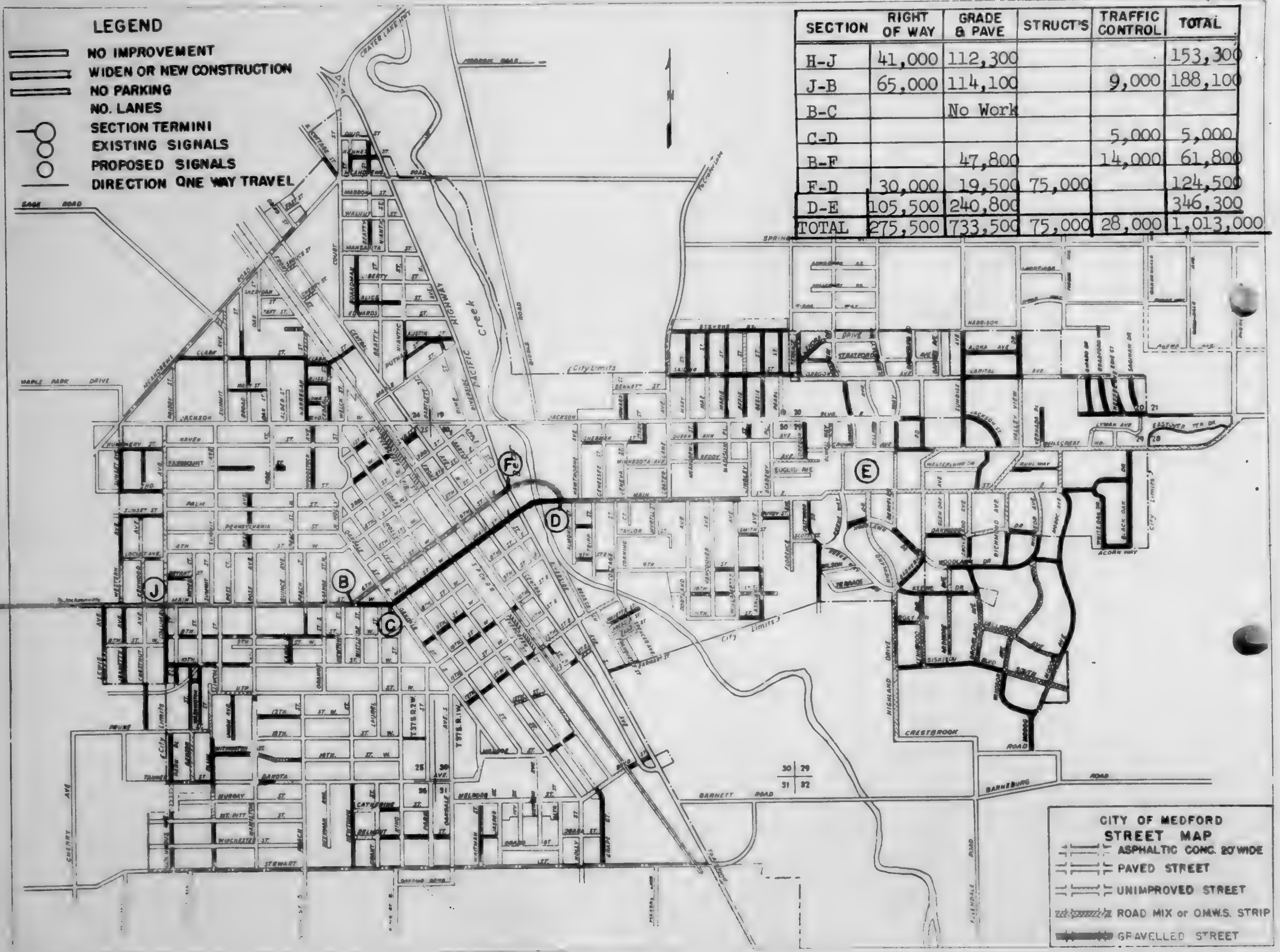
Grantholt

RECEIVED
JAN 27 1956
OFFICE OF
STATE HIGHWAY ENGINEER

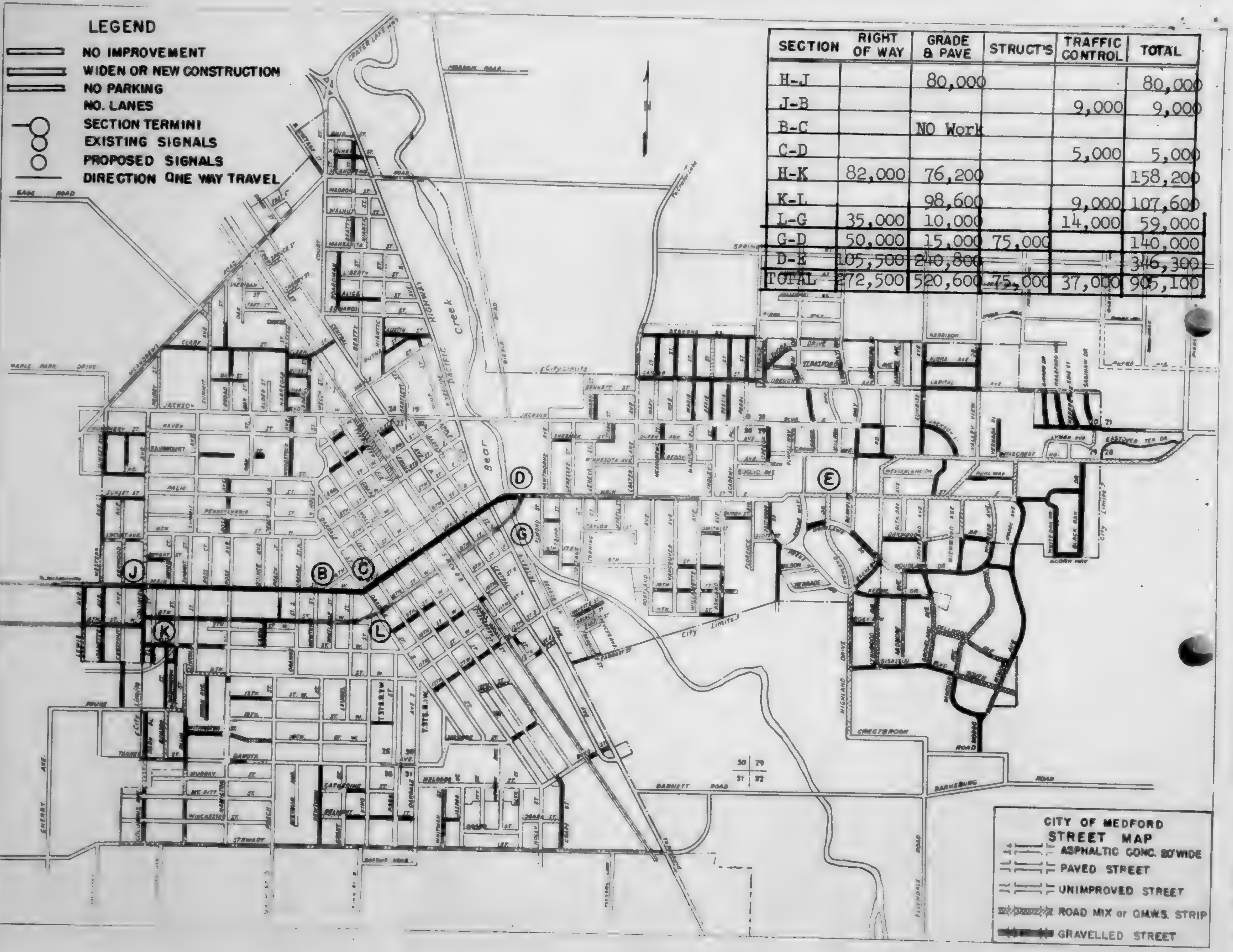
VT:


LEGEND
NO IMPROVEMENT
WIDEN OR NEW CONSTRUCTION
NO PARKING
NO. LANES
SECTION TERMINI
EXISTING SIGNALS
PROPOSED SIGNALS
DIRECTION ONE WAY TRAVEL
H
J
K
B
L
G
D
E
Bear
Creek
PACIFIC
HIGHWAY
CRATER LAKE HWY
City Limits
MAIN
RIVERSIDE
JACKSON
HIGHLAND DRIVE
CRESTBROOK
BARNETT ROAD
BARNEBURG
ROAD
CHERRY AVE
MAPLE PARK DRIVE
SAGE ROAD
T37S R2W
T37S R1W
30 29
31 32
CITY OF MEDFORD
STREET MAP
ASPHALTIC CONC. 20' WIDE
PAVED STREET
UNIMPROVED STREET
ROAD MIX or O.M.W.S. STRIP
GRAVELLED STREET

SECTION	RIGHT OF WAY	GRADE & PAVE	STRUCT'S	TRAFFIC CONTROL	TOTAL
H-J	41,000	112,300			153,300
J-B				9,000	9,000
J-K		18,000			18,000
K-L		98,600		9,000	107,600
L-G	35,000	10,000		14,000	59,000
G-D	50,000	15,000	75,000		140,000
D-E	105,500	240,800			346,300
TOTAL	231,500	494,700	75,000	32,000	833,200


LEGEND
NO IMPROVEMENT
WIDEN OR NEW CONSTRUCTION
NO PARKING
NO. LANES
SECTION TERMINI
EXISTING SIGNALS
PROPOSED SIGNALS
DIRECTION ONE WAY TRAVEL
H
J
B
C
F
D
E
PACIFIC HIGHWAY
Creek
City Limits
JACKSON
MAIN
HIGHLAND DRIVE
CRESTBROOK
BARNETT ROAD
BARNEBURG ROAD
MAPLE PARK DRIVE
SAGE ROAD
CRATER LAKE HWY
CITY OF MEDFORD
STREET MAP
ASPHALTIC CONC. 20' WIDE
PAVED STREET
UNIMPROVED STREET
ROAD MIX or O.M.W.S. STRIP
GRAVELLED STREET

SECTION	RIGHT OF WAY	GRADE & PAVE	STRUCT'S	TRAFFIC CONTROL	TOTAL
H-J	41,000	112,300			153,300
J-B	65,000	114,100		9,000	188,100
B-C		No Work			
C-D				5,000	5,000
B-F		47,800		14,000	61,800
F-D	30,000	19,500	75,000		124,500
D-E	105,500	240,800			346,300
TOTAL	275,500	733,500	75,000	28,000	1,013,000


LEGEND
NO IMPROVEMENT
WIDEN OR NEW CONSTRUCTION
NO PARKING
NO. LANES
SECTION TERMINI
EXISTING SIGNALS
PROPOSED SIGNALS
DIRECTION ONE WAY TRAVEL
CITY OF MEDFORD
STREET MAP
ASPHALTIC CONC. 20' WIDE
PAVED STREET
UNIMPROVED STREET
ROAD MIX or O.M.W.S. STRIP
GRAVELLED STREET
H
J
K
B
C
L
G
D
E
Bear
Creek
PACIFIC
HIGHWAY
City Limits
CRATER LAKE HWY
HIGHLAND DRIVE
BARNETT ROAD
JACKSON
MAPLE PARK DRIVE
CHERRY AVE.

SECTION	RIGHT OF WAY	GRADE & PAVE	STRUCT'S	TRAFFIC CONTROL	TOTAL
H-J		80,000			80,000
J-B				9,000	9,000
B-C		NO Work			
C-D				5,000	5,000
H-K	82,000	76,200			158,200
K-L		98,600		9,000	107,600
L-G	35,000	10,000		14,000	59,000
G-D	50,000	15,000	75,000		140,000
D-E	105,500	240,800			346,300
TOTAL	272,500	520,600	75,000	37,000	905,100

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U.S. [illegible]

5095

November 30, 1955

Mr. Robert A. Duff
City Manager
Medford, Oregon

Dear Mr. Duff:

We have completed our studies of an alternate one-way street routing using Main and 8th Streets in lieu of Main and 6th Streets as proposed in the Medford traffic study. I enclose herewith a map indicating Alternate "A", which was Proposal No. 2 in the Medford report, and Alternate "B", which is our recent study of Main and 8th Streets.

You will note that the original Proposal No. 2 is estimated to cost $1,013,000. The alternate is estimated to cost $1,350,500. At this time it would not appear that the added benefits of the Main and 8th Street route would be sufficient to offset the additional cost of some $337,500. We shall, however, be pleased to consider your comments when you have had sufficient time for review.

Very truly yours,

R. H. Baldock
State Highway Engineer

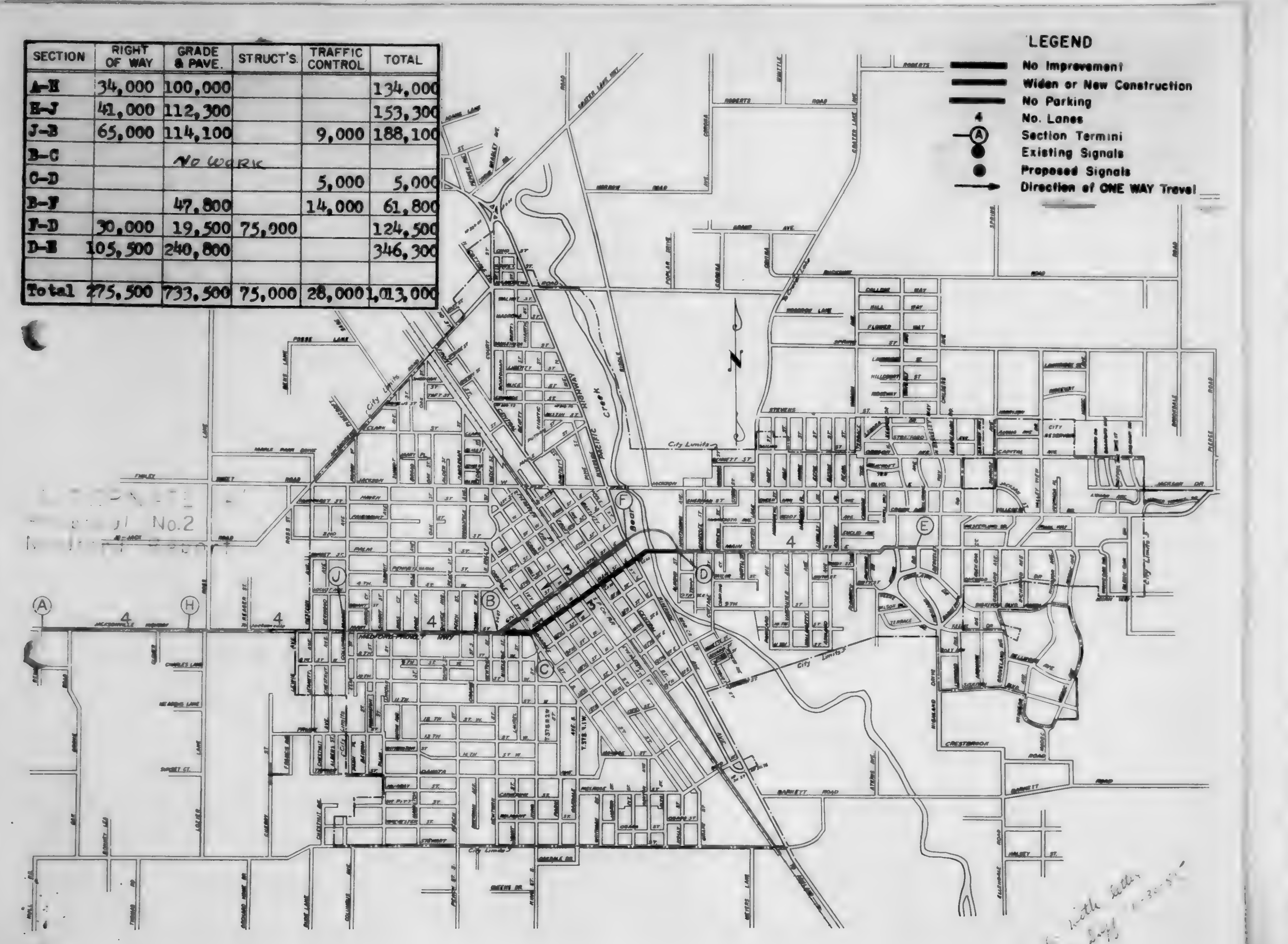
By

W. C. Williams
Deputy State Highway Engineer

WCW:me

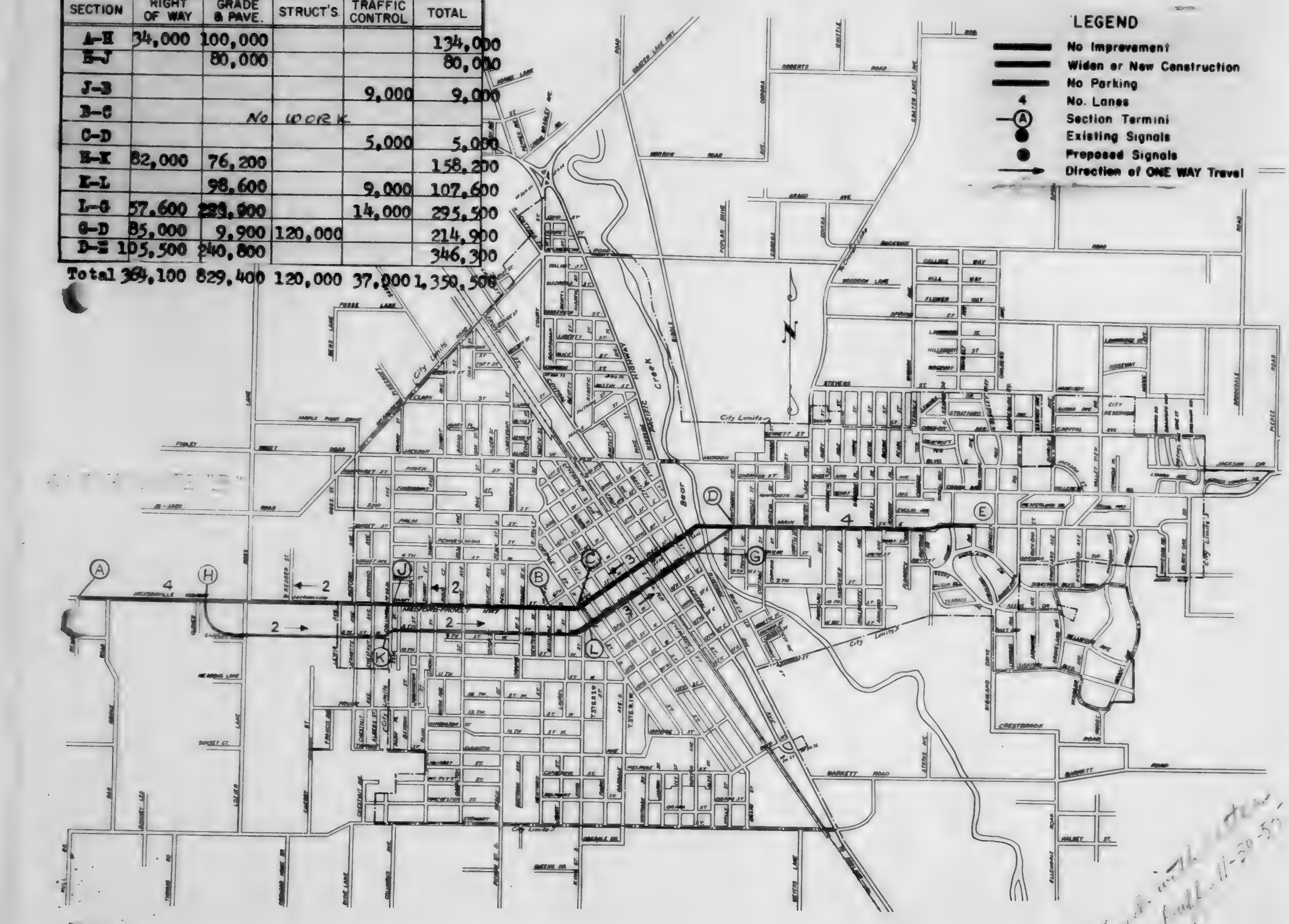
Enclosure
cc Mr. F. B. Crandall

SECTION	RIGHT OF WAY	GRADE & PAVE.	STRUCT'S.	TRAFFIC CONTROL	TOTAL
A-H	34,000	100,000			134,000
H-J	41,000	112,300			153,300
J-B	65,000	114,100		9,000	188,100
B-C		No work			
C-D				5,000	5,000
B-F		47,800		14,000	61,800
F-D	30,000	19,500	75,000		124,500
D-E	105,500	240,800			346,300
Total	275,500	733,500	75,000	28,000	1,013,000


LEGEND
No Improvement
Widen or New Construction
No Parking
4 No. Lanes
(A) Section Termini
Existing Signals
Proposed Signals
Direction of ONE WAY Travel
N
A
H
J
B
C
F
D
E
4
3
City Limits
Bear
Creek
PACIFIC HIGHWAY
RIDDLE
CRATER LAKE AVE.
BARNETT ROAD
STEVENS
JACKSON
HIGHLAND DRIVE
CRESTBROOK
ROBERTS
SPRING
PIERCE
No.2

Encl. with letter
i. Duff 1-30-5

SECTION	RIGHT OF WAY	GRADE & PAVE.	STRUCT'S.	TRAFFIC CONTROL	TOTAL
A-H	34,000	100,000			134,000
H-J		80,000			80,000
J-B				9,000	9,000
B-C		No	WORK		
C-D				5,000	5,000
H-K	82,000	76,200			158,200
K-L		98,600		9,000	107,600
L-G	57,600	223,900		14,000	295,500
G-D	85,000	9,900	120,000		214,900
D-E	105,500	240,800			346,300
Total	364,100	829,400	120,000	37,000	1,350,500


LEGEND
No Improvement
Widen or New Construction
No Parking
4 No. Lanes
Ⓐ Section Termini
● Existing Signals
● Proposed Signals
Direction of ONE WAY Travel
A
H
J
K
B
C
L
D
G
E
4
2
2
2
2
3
3
4
N
City Limits
Bear Creek
PACIFIC HIGHWAY
JACKSONVILLE HWY
MEDFORD-PROSPECT HWY
CRATER LAKE HWY
CRATER LAKE AVE.
BARNETT ROAD
HIGHLAND DRIVE
POPLAR DRIVE
ROSS LANE
T.37S.R.2W.
T.37S.R.1W.

[illegible] with letter to [illegible] 11-30-53

Medford TRAFFIC SURVEY REPORT

Proposal No. 2 Main St. & Main St. - 6th St. One Way Couplet
From Renault Rd. to Highland Drive.

R/W	$275,500
Grading Paving	634,500
Structures	75,000
Traffic Control	28,000
Total	$1,013,000

RECENT STUDY

Main St. & Main St. - 8th St. One Way Couplet
From Renault Rd. to Highland Drive.

R/W	$ 364,100
Grading - Paving	829,400
Structures	120,000
Traffic Control	37,000
Total	$ 1,350,500

ROBERT A. DUFF
CITY SUPERINTENDENT

CITY OF MEDFORD
MEDFORD, OREGON

November 22, 1955

R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Sometime ago a request was submitted to the Oregon State Highway Department for an analysis of an alternate East and West one-way couplet through the City of Medford.

The Traffic Study - City of Medford 1953, indicated Main Street and 6th Street would form the couplet. However, a local detailed study indicated that there might be some advantage in using Main and 8th Streets as the couplet.

It is my understanding that your Traffic Department is making a study of this. Your help in expediting the completion of this report will be appreciated as this information is needed before our recommendations can be given to the City Council.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

FORM E-30X 27½ 3-54 79730

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1955

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT: Alternate Cost Estimates for Improving
Medford-Provolt Highway
Medford

To: W. C. Williams
Deputy State Highway Engineer
Office

Your attention is directed to my letter of September 20 to Tom Edwards requesting cost estimates on the above alternate improvement, which was in response to a letter of September 19 to me from Vernon Thorpe, Public Works Director, City of Medford. Mr. Edwards has furnished this office with estimates of cost and we find that to improve Main and 8th Streets as a one-way couplet between Almond Street east of Bear Creek and Renault Lane (Alternate B) would require an expenditure of some $1,004,200. Notwithstanding our recommendation as contained in the Traffic Study, City of Medford, 1952, Technical Report No. 54-4, as shown on Page 59, illustrated on Page 61, with cost summary for an identical section (Alternate A) of some $666,700; I would recommend to you that we now give some thought to the Main Street-8th Street one-way couplet.

Attached is estimate of cost and maps. To make the cost comparable between Proposal No. 2 (Alternate A) and the Alternate B, I have included in the present estimate the cost to improve Main Street to four lanes west of Lozier Lane to Renault Lane as well as a two-lane curbed section from Losier Lane to Columbus Street. These latter improvements need not be accomplished at the moment and the interim improvement comparing Proposal No. 2 (Alternate A) in the Medford Report and this Alternate B between a point just west of Losier Lane and Riverside Street which is the cost that the Highway Department would be responsible for, can be summarized as follows:

These two sections are from W. of Lozier Lane to Almond ~~Ave~~ St. Only.

	R/W $	Grading Paving $	Structure	Traffic Control $	Total $
Alternate A Sections H-J, J-B, B-C C-D, B-F	106,000	274,200	--	28,000	408,200
Alternate B Sections J-B, B-C, C-D H-K, K-L, L-G	139,600	478 ~~398~~,700		37,000	655 ~~575~~,300

The primary reason that we did not recommend in the Medford Report the improvement of 8th Street as a couplet working with Main Street was that we did not wish to establish another railroad grade crossing. However, we have reconsidered our thinking in this direction and it is felt that perhaps a redistribution of traffic over 6th, Main and 8th Streets would not be any more hazardous than confining larger volumes to the two crossings on 6th and Main Streets. I do not know if the Public Utilities Commissioner would issue an order opening the crossing. I am quite sure that Southern Pacific Company will object to such opening and there would be somewhat of a "donnybrook" if this subject is opened.

Notwithstanding the fact that there are some complications involved in setting up the 8th Street couplet, I would recommend that we proceed in this direction and if you concur kindly advise and I will prepare a draft to Mr. Thorpe advising him that the Highway Department would have no objections to participating in such a project providing the City would be willing to share a pro rata of the cost. As to the City's share of the cost, it would be 50 percent of traffic signals ($18,500) and I would recommend that they be responsible for acquisition of right-of-way in the amount of some $57,600 within the corporate limits of the City (Section L-G). Such an arrangement would make the cost to the State for Alternate B some $~~499,200~~.

597,700

F. B. Crandall
Traffic Engineer

Attachment
JAH:njs

cc: Forrest Cooper
    Attachment

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TRAFFIC ENGINEER

RECEIVED
OCT 21 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X 37½ 3-54 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1955

SUBJECT: Alternate Cost Estimates for Improving
Medford-Provolt Highway
Medford

To: W. C. Williams
Deputy State Highway Engineer
Office

Your attention is directed to my letter of September 20 to Tom Edwards requesting cost estimates on the above alternate improvement, which was in response to a letter of September 19 to me from Vernon Thorpe, Public Works Director, City of Medford. Mr. Edwards has furnished this office with estimates of cost and we find that to improve Main and 8th Streets as a one-way couplet between Almond Street east of Bear Creek and Renault Lane (Alternate B) would require an expenditure of some $1,004,200. Notwithstanding our recommendation as contained in the Traffic Study, City of Medford, 1952, Technical Report No. 54-4, as shown on Page 59, illustrated on Page 61, with cost summary for an identical section (Alternate A) of some $666,700; I would recommend to you that we now give some thought to the Main Street-8th Street one-way couplet.

Attached is estimate of cost and maps. To make the cost comparable between Proposal No. 2 (Alternate A) and the Alternate B, I have included in the present estimate the cost to improve Main Street to four lanes west of Lozier Lane to Renault Lane as well as a two-lane curbed section from Losier Lane to Columbus Street. These latter improvements need not be accomplished at the moment and the interim improvement comparing Proposal No. 2 (Alternate A) in the Medford Report and this Alternate B between a point just west of Lozier Lane and Riverside Street which is the cost that the Highway Department would be responsible for, can be summarized as follows:

	R/W	Grading Paving	Structure	Traffic Control	Total
	$	$			$
Alternate A Sections H-J,J-B,B-C C-D,B-F	106,000	274,200	--	28,000	408,200
Alternate B Sections J-B,B-C,C-D H-K,K-L,L-G	139,600	~~398~~ 478,700		37,000	~~575~~ 655,300

The primary reason that we did not recommend in the Medford Report the improvement of 8th Street as a couplet working with Main Street was that we did not wish to establish another railroad grade crossing. However, we have reconsidered our thinking in this direction and it is felt that perhaps a redistribution of traffic over 6th, Main and 8th Streets would not be any more hazardous than confining larger volumes to the two crossings on 6th and Main Streets. I do not know if the Public Utilities Commissioner would issue an order opening the crossing. I am quite sure that Southern Pacific Company will object to such opening and there would be somewhat of a "donnybrook" if this subject is opened.

Notwithstanding the fact that there are some complications involved in setting up the 8th Street couplet, I would recommend that we proceed in this direction and if you concur kindly advise and I will prepare a draft to Mr. Thorpe advising him that the Highway Department would have no objections to participating in such a project providing the City would be willing to share a pro rata of the cost. As to the City's share of the cost, it would be 50 percent of traffic signals ($18,500) and I would recommend that they be responsible for acquisition of right-of-way in the amount of some $57,600 within the corporate limits of the City (Section L-G). Such an arrangement would make the cost to the State for Alternate B some ~~$499,~~200.

597,700

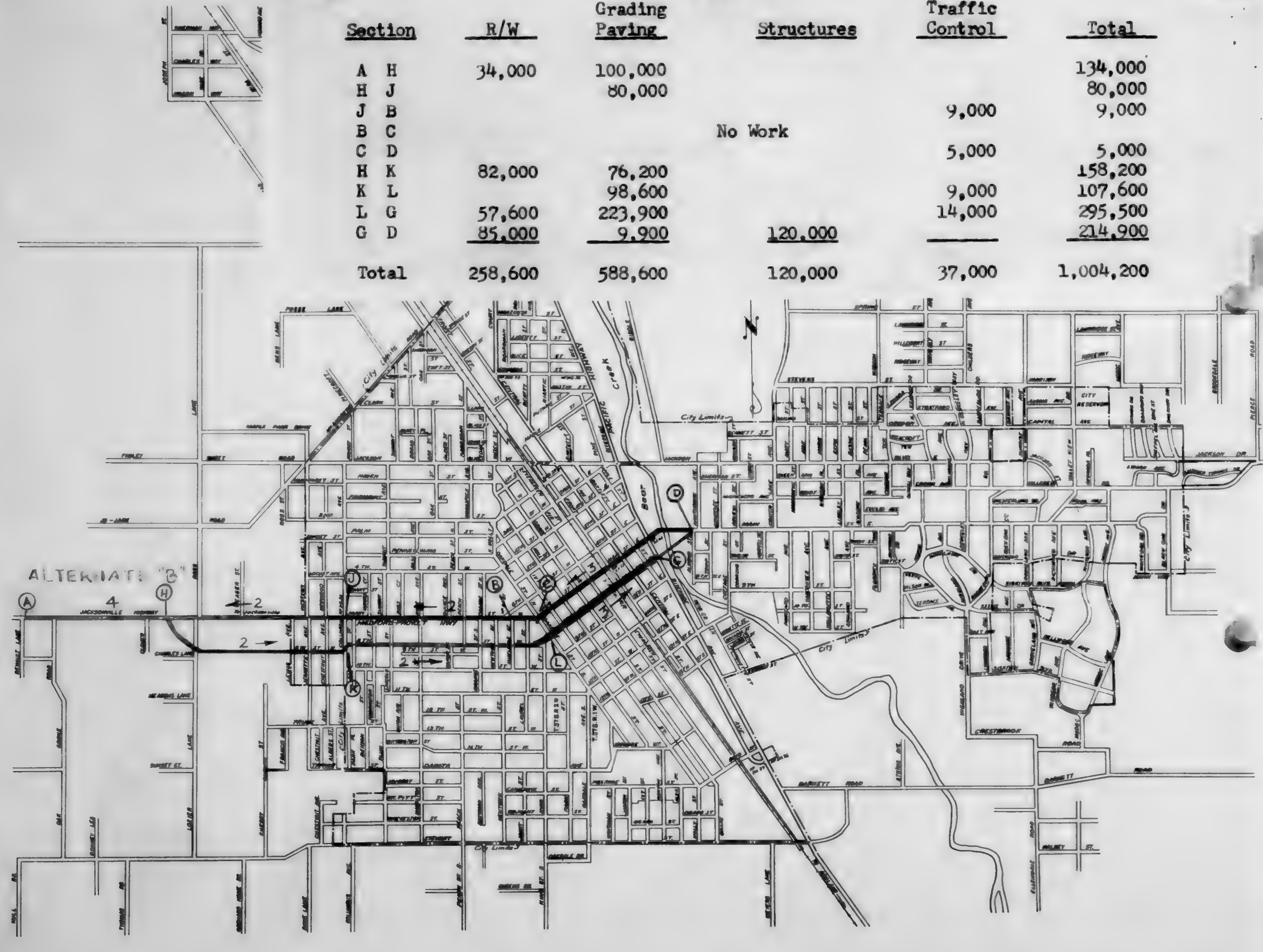
FB Crandall
F. B. Crandall
Traffic Engineer

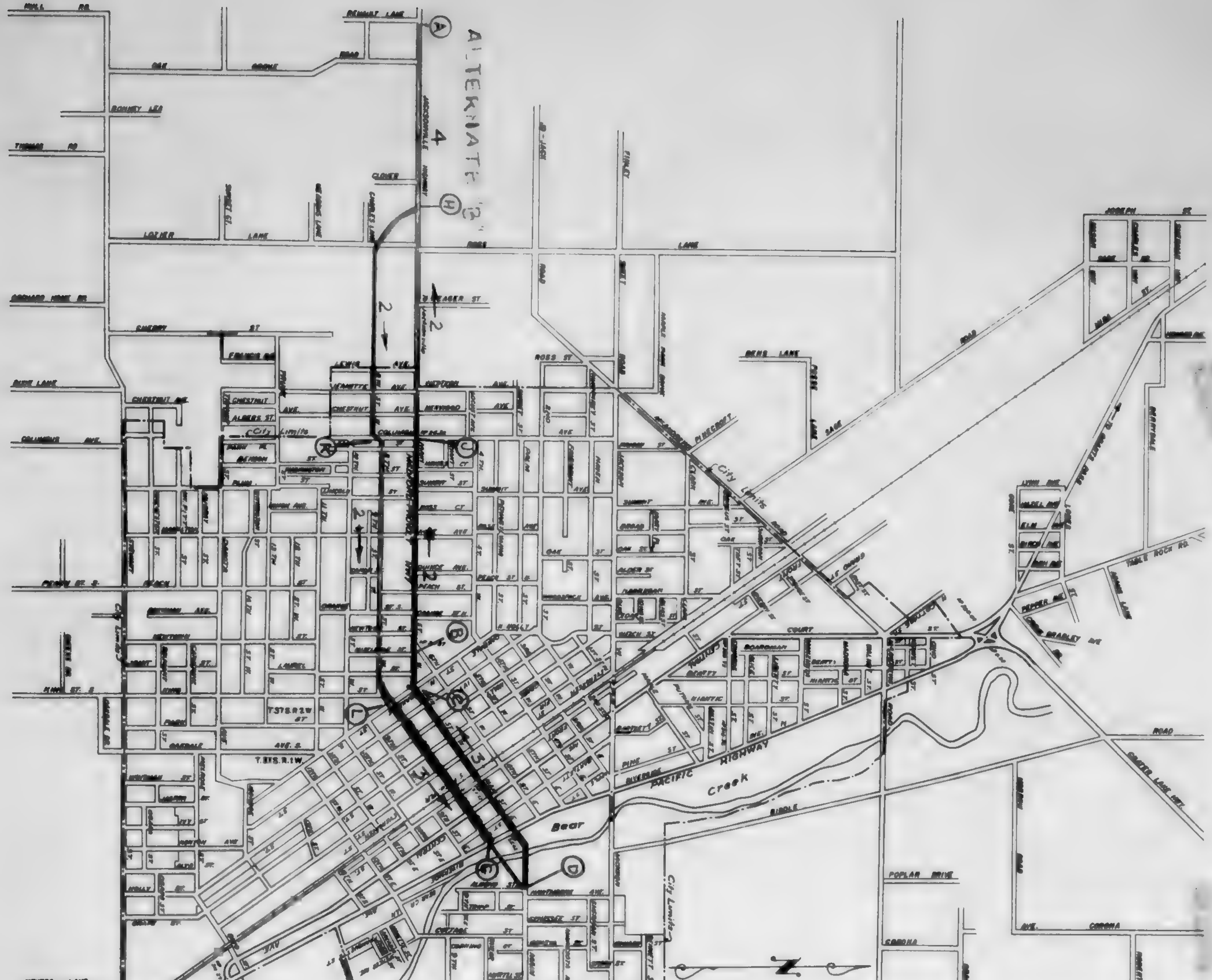
Attachment
JAH:njs

cc: Forrest Cooper
Attachment

ALTERNATE "B"

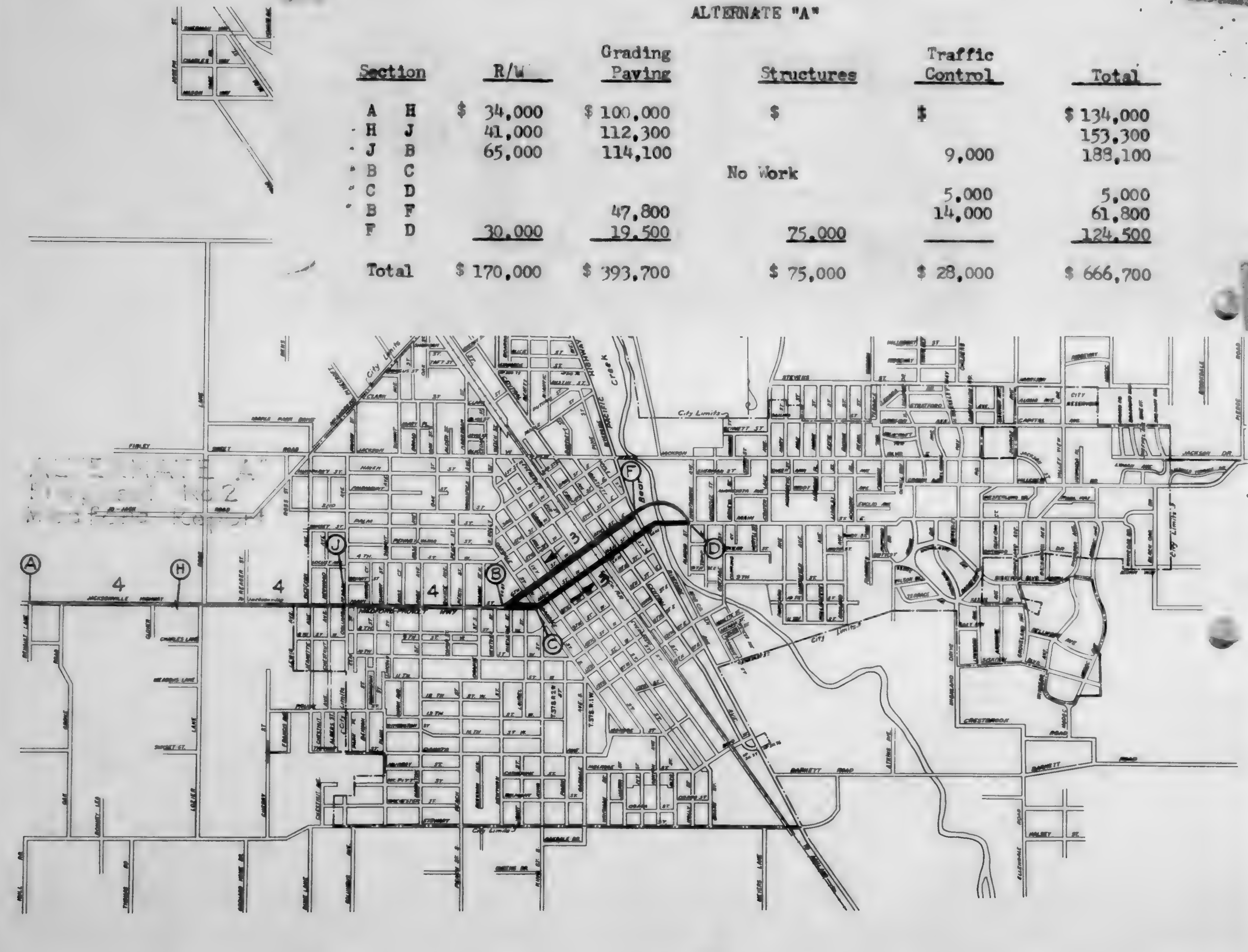
Section	R/W	Grading Paving	Structures	Traffic Control	Total
A H	34,000	100,000			134,000
H J		80,000			80,000
J B				9,000	9,000
B C			No Work		
C D				5,000	5,000
H K	82,000	76,200			158,200
K L		98,600		9,000	107,600
L G	57,600	223,900		14,000	295,500
G D	85,000	9,900	120,000	———	214,900
Total	258,600	588,600	120,000	37,000	1,004,200


ALTERNATE "B"
A
H
J
K
B
C
L
G
D
4
2
3
N
City Limits
Bear Creek
Pacific Highway
Jacksonville Highway
Barnett Road


ALTERNATE "B"
A
H
4
2
2
2
2
3
3
R
J
L
B
C
E
D
HILL RD.
OAK GROVE ROAD
BENNET LANE
ROMNEY LEA
THOMAS RD
CLOVER
LOZIER LANE
ROSS LANE
ORCHARD HOME DR.
CHERRY ST
FRANCIS
DUNN LANE
CHESTNUT AVE.
ALBERS ST.
COLUMBUS AVE.
LEWIS AVE.
JEANETTE AVE.
CHESTNUT AVE.
NEWTOWN AVE.
MAYWOOD AVE.
BENSON
SUMMIT
OAK ST.
ALDER ST
PEACH ST.
ROSS ST.
PINECREST
COURT
BOARDMAN
BEATTY
NIANTIC ST
PINE ST
RIVERSIDE
PACIFIC HIGHWAY
Bear
Creek
BIDDLE
City Limits
T.37S.R.2W.
T.37S.R.1W.
MEYERS LANE
TABLE ROCK RD.
PEPPER
BRADLEY AVE
ROAD
CRATER LAKE HWY.
POPLAR DRIVE
CORONA AVE.
CORONA
COVINA
WHITTLE
ELM
CRATER LAKE AVE.
HIGHLAND DRIVE
ELLENDALE ROAD
SPRINGBROOK ROAD
PIERCE ROAD
CITY RESERVOIR
ATHENS AVE.
WILLAMETTE AVE.
ASHLAND
PORTLAND AVE
STEVENS
GROVELAND AVE
RICHMOND AVE
VALLEY VIEW
CAPITAL
HILLCREST RD.
BLACK OAK DR.
City Limits
Z

ALTERNATE "A"

Section		R/W	Grading Paving	Structures	Traffic Control	Total
A	H	$ 34,000	$ 100,000	$	$	$ 134,000
H	J	41,000	112,300			153,300
J	B	65,000	114,100		9,000	188,100
B	C			No Work		
C	D				5,000	5,000
B	F		47,800		14,000	61,800
F	D	30,000	19,500	75,000		124,500
Total		$ 170,000	$ 393,700	$ 75,000	$ 28,000	$ 666,700


A
H
J
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F
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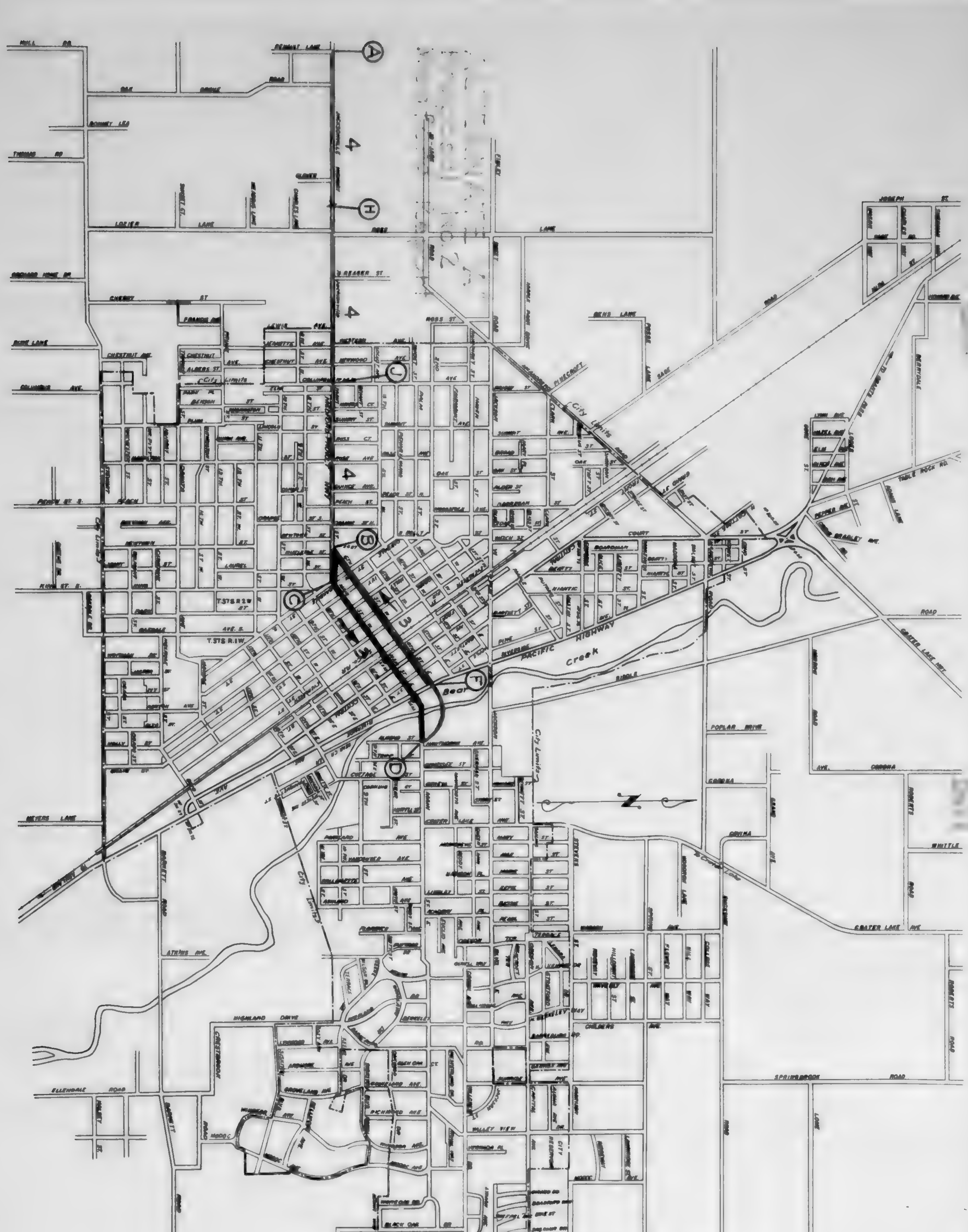
4
3
Jacksonville Highway
Pacific Highway
Bear Creek
City Limits


A
H
J
B
C
D
F
4
4
4
3
3
City Limits
Lozier Lane
Cherry St
Reaser St
Ross St
Lewis Ave.
Chestnut Ave.
Columbus Ave.
Beach
Pacific Highway
Bear Creek
Court
Table Rock Rd.
Crater Lake Hwy
Crater Lake Ave.
Biddle
Poplar Drive
Corona
Whittle
Roberts Road
Springbrook Road
Meyers Lane
Atkins Ave.
Highland Drive
Ellendale Road
Berkeley Way
Brookdale
Pierce Road
Valley View
Black Oak Dr.
Z

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SEP 22 1955
FOR FILING

U.S. 217(4)

5095

Salem, Oregon
September 20, 1955

Request for Cost Estimate
8th Street
Medford

W. C. WILLIAMS

Tom Edwards
Division Engineer
Roseburg

Mayor Earl M. Miller, Medford City Manager Robert Duff and Director of Public Works Vernon Thorpe were in this office on Friday, September 16 and discussed with Mr. Head and myself various traffic problems in Medford; one of which was the advisability of studying an alternate for Proposal No. 2 as contained in the Traffic Study, City of Medford, 1953. You will recall at that time we worked up a project of improving Main Street between Renault Road and 6th Street and a one-way couplet on 6th and Main Streets easterly to Hawthorne Avenue.

The work involving the State Highway Department with respect the Medford-Provolt Highway amounts to some $542,200. between Renault Road and Riverside Street. So that we might make a report to Mr. Williams on the City's most recent request we would appreciate your obtaining for us an estimate of cost on improving 8th Avenue including the opening of the crossing across the railroad, improving the existing street, acquisition of additional rights-of-way, etc. Would appreciate an estimate of costs for the following sections:

Renault Road - Lozier Lane
Lozier Lane - Columbus Ave.
Columbus Ave - Oakdale
Oakdale - Fir
Fir - Front
Front - Riverside
Riverside - Almond St

The estimate should be segregated as between right-of-way, grading and paving, and structures. We will prepare the estimate for traffic control in this office. I think that we need plan for no more than a two lane city street west of Oakdale. It would be well to give thought to developing, either through widening or the prohibition of parking, sufficient width on 8th Avenue between Oakdale and Riverside so that three moving lanes of traffic can be obtained.

F. B. Crandall
F. B. Crandall
Traffic Engineer

JAH:ns
cc: W. C. Williams
Forrest Cooper

Attachments

RECEIVED
SEP 21 1955
OFFICE OF
STATE HIGHWAY ENGINEER

C
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CITY OF MEDFORD

September 19, 1955

F. B. Crandall
Traffic Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Crandall:

In working up a tentative financing plan for the street improvement program as outlined in the Traffic Study prepared by your office last year, we find a large portion of the cost of the Main Street and 6th Street is in right-of-way acquisition, particularly between the West City Limits and the junction at 6th and Main Streets.

We would appreciate you having an analysis prepared of the advisability of an alternate plan which would be the 7th Street and 8th Street one-way couplet from the West City Limits to Riverside Avenue. We believe this plan has a number of advantages that might well be considered.

The West terminus of this couplet might be either Lozier Lane or a special section of Columbus Avenue between 8th Street and Main Street for the beginning of this couplet system.

The proposed couplet is indicated on the attached sketch map.

Respectfully yours,

ROBERT A. DUFF
City Manager

By
Vernon Thorpe
Public Works Director

C
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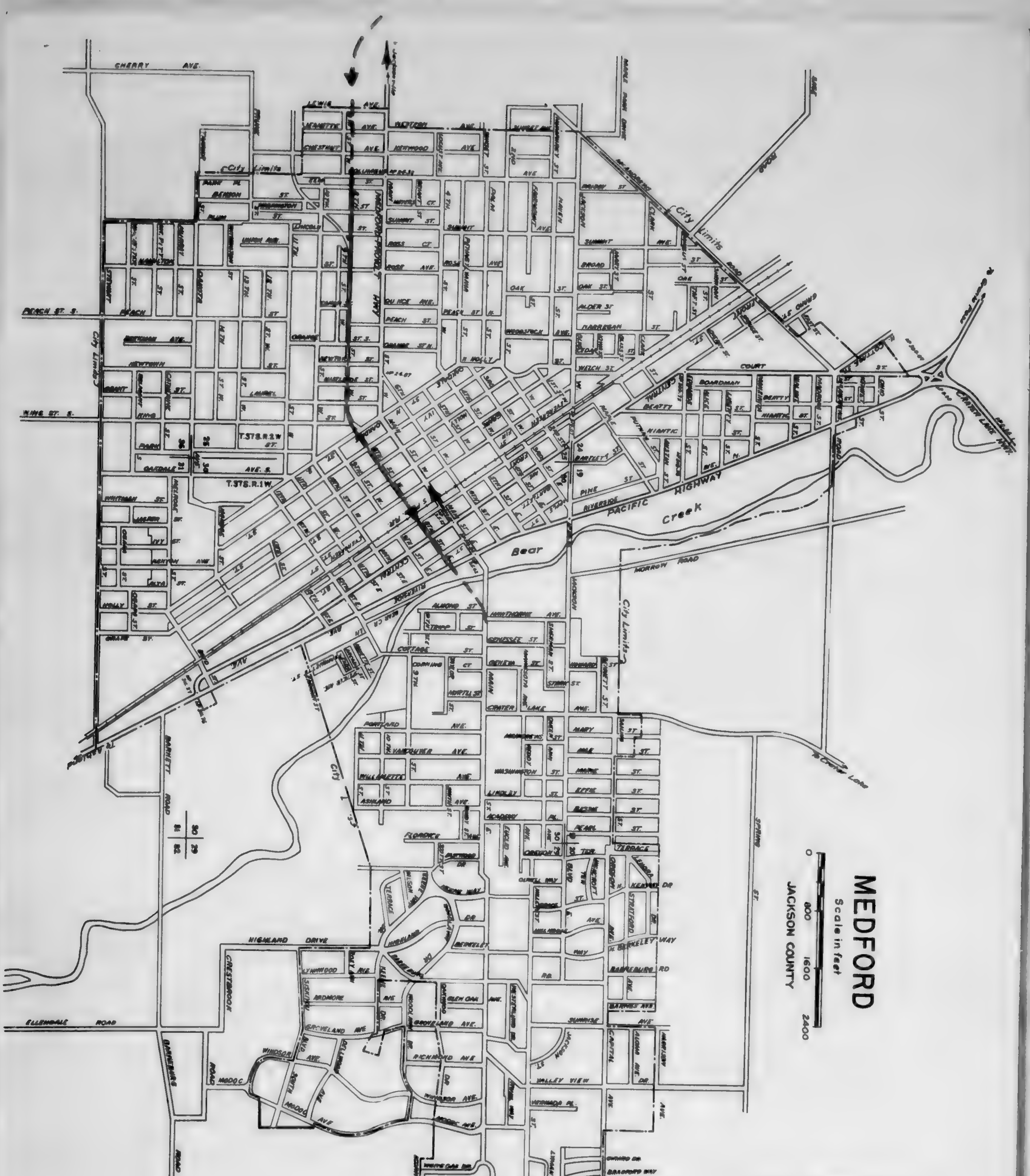
MEDFORD
Scale in feet
0
800
1600
2400
JACKSON COUNTY
CHERRY AVE.
City Limits
PEACH ST. S.
KING ST. S.
T.37S.R.2W
T.37S.R.1W
PACIFIC HIGHWAY
Bear
Creek
MORROW ROAD
CRATER LAKE AVE.
Crater Lake HWY.
To Crater Lake
HIGHLAND DRIVE
ELLENDALE ROAD
BARNETT ROAD
SPRING ST.
City Limits S

US-217(4) Elm St.-Front St. (Medford) 1958
Sec., Medford-Provolt Hwy.
#5095 (Eastbound) Folder # 2

34- 490

RECEIVED
NOV 18 1958
FOR FILING

NOTED
W. C. WILLIAMS

October 31, 1958

FINAL COST ANALYSIS

Grading & Paving
Contractor: M.C. Lininger & Sons
Resident Engineer: Jack C. McCormick

Elm St. & Front St. (Medford)
Contract No. 5095
US-217

Medford-Provolt Highway
Prefix: 115-1059-201(41)

Item	Quantity	Unit	Unit Bid $	Unit Cost $	Total Cost $	Gross Revenue $
Clearing and Grubbing	100%	All	2,000.00	1,431.03	1,431.03	2,000.00
Removal of Pavement	280.8	Sq. Yd.	1.00	0.94	227.40	240.80
Removal of Curbs	829.3	Lin. Ft.	0.20	0.15	124.00	165.86
Removal of Gutters	1,141.5	Lin. Ft.	0.30	0.25	289.21	342.45
Removal of walks & driveway	678.7	Sq. Yd.	0.40	0.36	239.29	271.48
Removal of catch basins	11	Each	15.00	13.61	149.74	165.00
Drainage Excavation, Unclass.	541.13	Cu. Yd.	2.75	2.31	1,253.08	1,488.11
General Excavation, Unclass.	9,660.6	Cu. Yd.	0.70	0.65	6,289.85	6,762.42
Finishing Roadbed and Slopes	0.79	Mile	1,000.00	853.20	674.03	790.00
8" Sewer Pipe	912	Lin. Ft.	1.35	1.20	1,101.99	1,231.20
10" Sewer Pipe	440	Lin. Ft.	1.60	1.31	579.82	704.00
12" Sewer Pipe	712	Lin. Ft.	1.85	1.34	959.07	1,317.20
15" Sewer Pipe	204	Lin. Ft.	2.50	2.01	410.57	510.00
Extra for Pipe under Pavement	321	Lin. Ft.	3.00	2.19	702.49	963.00
Concrete Catch Basins	9	Each	75.00	91.31	822.75	675.00
Concrete Inlets	17	Each	70.00	89.13	1,516.10	1,190.00
Concrete Manholes	9	Each	250.00	212.99	1,918.01	2,250.00
Adjustment of Manholes	14	Each	35.00	32.35	453.16	495.00
Concrete Curbs	8.18	Cu. Yd.	45.00	64.39	526.73	368.10
Concrete Curbs & Gutters	392.56	Cu. Yd.	40.00	32.34	12,696.45	15,702.40
Concrete Walks	802.79	Sq. Yd.	4.00	3.34	2,923.70	3,211.16

RECEIVED
NOV 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FINAL COST ANALYSIS

Grading & Paving Cont'd

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Coarse Cr. Material in Base	9,821	Cu. Yd.	2.40	2.32	22,714.06	23,570.40
3/4-0 Material in Base	1,401	Cu. Yd.	2.50	2.54	3,565.87	3,502.50
Sprinkling	86	M-Gal.	2.50	3.05	263.13	215.00
Preparation of Base	0.79	Mile	500.00	354.46	280.03	395.00
*3/4"-0 Material in Binder Course	71	Cu. Yd.	4.50	4.50	319.50	319.50
*RC-3 Asphalt	25.91	Ton	60.00	60.00	1,554.60	1,554.60
**Class "B" Asphalt Concrete	3,741.74	Ton	7.25	7.25	27,127.62	27,127.62
**Asphalt Concrete Traffic Markers	77.9	Lin. Ft.	1.50	1.50	116.85	116.85
PA#1 Special Type Conc. Catch Inlets	6	Each	70.00	70.83	424.97	420.00
***PA#2 1/2" Galv. Steel Pipe	259.6	Lin. Ft.	0.40	0.36	92.84	103.40
***PA#2 3/4" Galv. Steel Pipe	209.5	Lin. Ft.	0.45	0.40	84.69	94.28
***PA#2 1" Galv. Steel Pipe	328.1	Lin. Ft.	0.55	0.49	162.15	180.46
***PA#2 1.1/4" Galv. Steel Pipe	44	Lin. Ft.	0.90	0.81	35.57	39.60
***PA#2 1.1/2" Galv. Steel Pipe	74	Lin. Ft.	1.00	0.90	66.46	74.00
***PA#2 1" Section Control Valve	2	Each	3.00	2.69	5.39	6.00
***PA#2 1.1/4" Section Control Valve	2	Each	12.50	11.23	22.46	25.00
***PA#2 Sprinkler Heads, Install only	36	Each	1.00	0.90	32.34	36.00
***PA#2 Sprinkler Heads	37	Each	2.50	2.24	83.10	92.50
****PA#2 Grass Seed, Creeping Rod Fescue	25	Lb	0.95	0.93	23.36	23.75
****PA#2 Inorganic Fertilizer 10-6-4	2	Cwt.	5.20	5.11	10.23	10.40
****PA#2 Lawn Construction	5,623.5	Sq. Ft.	0.07	0.068	387.20	393.65
****PA#2 Furnish & Place Top Soil	40	Cu. Yd.	2.50	2.46	98.36	100.00
PA#2 Removal of Walks	8.6	Sq. Yd.	0.40	0.35	3.03	3.44

FINAL COST ANALYSIS

Grading & Paving Cont'd

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Rrevenue
PA#2 Concrete Walks	7.5	Sq. Yd.	4.00	3.64	27.32	30.00
PA#3 Concrete Driveways	271.03	Sq. Yd.	6.00	5.46	1,480.62	1,626.18
PA#4 Cement Adj. in Favor of State	4.63	Bbl.	4.15	Cost in Concrete Items		-19.21
Forcd Account					15.03	15.03
					$94,585.35	$100,894.57

* Work done all or in part by Hughes & Dodd Co.
** Work done all or in part by Rogue River Paving Co.
*** Work Done all or in part by Modern Plumbing Co.
**** Work done all or in part by Bateman Landscape Co.

Gross Revenue	$ 100,894.57
Total Cost	94,585.35
Net Profit	$ 6,309.22

Net Profit equals 6.3% of Gross Revenue

DETAIL OF COST

Labor:					
Labor				$ 16,427.37	
Labor Insurance				1,409.42	
Health & Welfare				888.17	$ 18,724.96
Materials:					
8" Sewer Pipe	1,233	Lin. Ft.	@ $0.46	567.18	
10" Sewer Pipe	246	Lin. Ft.	@ $0.56	246.40	
12" Sewer Pipe	712	Lin. Ft.	@ $0.80	569.60	
15" Sewer Pipe	204	Lin. Ft.	@ $1.00	204.00	
Class"A" Concrete	520.88	Cu. Yd.	@ $15.50	8,073.64	
Coarse Cr. Material	9,821	Cu. Yd.	@ $1.25	12,276.25	
3/4"-0 Aggregate	1,472	Cu. Yd.	@ $1.25	1,840.00	
Concrete Catch Basin	9	Each	@ $25.00	225.00	
Concrete Inlets	17	Each	@ $25.00	425.00	
Concrete Manholes	9	Each	@ $38.00	342.00	
Lumber				603.82	
Class "B" Aggregate	3,741.71	Ton	@ $1.149	4,303.00	
Special Concrete Inlet	6	Each	@ $25.00	150.00	
Misc., Supplies, Nails, Wire, etc.				900.49	30,726.38
Equipment Rentals and Miscellaneous Expenses:					
Equipment Rent, Unoperated				5,729.26	
Equipment Rent, Fully Operated				7,958.25	
Gas, Oil and Grease				1,113.15	
Bond				801.38	
P.L. & P.D. Insurance				315.41	
Small Tools				41.14	
Railroad Insurance				300.00	
Home Office and General Overhead				3,044.45	19,303.04
Paid Hughes & Dodd Contractors				1,785.35	
Paid Rogue River Paving Co.				22,941.47	
Paid Modern Plumbing Co.				585.00	
Paid Bateman Co.				519.15	25,830.97
TOTAL COST					$ 95,585.35

Remarks:

This was a "Federal Aid Urban Project" located on the Elm Street-Front Street (Medford) section of the Medford-Provolt Highway (Eastbound) in Jackson County. The west end of the project was at the intersection of Elm and Eighth Streets. The east end was at the intersection of Front and Eighth Streets in the City of Medford.

The work to be done under this contract consisted of the construction of 0.79 mile of highway road bed, stone base, asphaltic concrete, and the performance of such additional and incidental work as called for in the specifications and plans.

The project was bid by M.C. Lininger and Sons of Medford on December 5, 1957 and was awarded to them on January 15, 1958. Work began on the project January 20, 1958 and was completed August 14, 1958. The final estimate was dated September 25, 1958.

On January 20, 1958 the contractor moved in with a 3/4 cubic yard backhoe, a 105 compressor, a jackhammer, two pick-up trucks, and a crew of four men and began excavating for and installing storm sewers. In this work the contractor did a block at a time.

While the pipe was being done the contractor did the clearing with a crew consisting of two men, a Michigan loader and a dump truck. This work consisted mainly of the removal of trees in the parking area and at the Court House grounds.

The grading was done as soon as the pipe crew was out of the way. In this work the contractor used a 3/4 cubic yard shovel, a 1.1/2 cubic yard Michigan loader, a #12 blade,and three trucks to haul the material away. Just as soon as he completed a block of grading the contractor hauled and placed the base aggregate and installed the curbs and gutters. In this work he used a crew of three carpenters, two laborers, three dump trucks, a #12 blade, a 31 cubic yard roller, and other necessary equipment.

On July 3, 1958 the principal contractor completed his work on the project. On June 16, 1958 the paving contractor began work on the project. He used a 38 - 50 ton an hour continuous mix plant to mix the asphaltic concrete, four to six dump trucks to haul the mixture, a Barber green paver to place and a tandum roller to compact. Good progress was made until July 11, 1958, when the project was closed down for the second time by a strike. Work was resumed on August 14, 1958 and the job was completed on that day.

Although the work was hampered by wet weather, other agencies crews working in the area, and labor strife which resulted in higher wages, the contractor, by having good supervision, equipment, and bid prices made a fair profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

RECEIVED
OCT 29 1958
FOR FILING

Ud-217(4)

5-95

Salem, Oregon
October 28, 1958

State to obtain quitclaim of
property on 8th St., Medford

Mr. R. L. Porter

Herewith letter and form of a deed from the Southern Pacific Company in connection with right of way on 8th Street in Medford. I believe this is your Right of Way File 27035.

I would call your attention to the fact that the deed sets the consideration as $1.00, while the letter sets it as $100.00. Will you please handle this matter.

GSP:gm
Attach.

G. S. Paxson

cc Mr. W. C. Williams

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

REAL ESTATE DEPARTMENT

E. F. WIDDAS
MANAGER
R. P. BRAY
ASSISTANT MANAGER
W. W. TRIMBLE
ASSISTANT TO MANAGER

Medford-OB-5

October 23, 1958

Mr. G. S. Paxson
Assistant Highway Engineer
Salem, Oregon

Dear Sir:

In regard to the Oregon State Highway Commission's desire to obtain quitclaim to property at 8th Street, Medford, we are enclosing the following:

1) Draft of quitclaim deed from Southern Pacific Company to State of Oregon, by and through its State Highway Commission concerning two parcels of land in Jackson County, Oregon, containing respectively 2400 and 12.5 square feet, more or less.

If the draft is satisfactory, please advise and we will submit fully executed deed to your office for agreed consideration of $100.

Very truly yours,

1-e

0.0215 per ft

RW 77035

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72.3.7(4)

File

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 14, 1958

(CONTRACT NO.) 5095	(EST. NO.)	(CONTRACTOR)	
5095	8 Final	M. C. Lininger & Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23593	H225532	$8,191.10	10-14.-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Mar. 1, 1958

Time Extensions: None

Completion Date: Aug. 14, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 27, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 27 1958
GRL

NOTED ON CARD
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OCT 7 1958
FOR FILING

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5095

Oct. 7, 1958

CERTIFIED MAIL

Maryland Casualty Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Gentlemen:

State Highway Contract No. 5095 for grading and paving on the Elm Street-Front Street (Medford) Section of the Medford-Provolt Highway (Eastbound) in Jackson County was completed by the contractor, M. C. Lininger & Sons, on Aug. 14, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $8,191.10 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $100,894.57, of which amount $15.03 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Maryland Casualty Co.
Baltimore 3
Maryland

NOTED ON CARD
em

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AUG 20 1958
FOR FILING

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577

August 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 14, 1958, on Contract No. 5095, Elm St.-Front St. (Medford) Section, in Jackson County, in connection with Federal Aid Project No. US-217(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

cc: Clarence G. Swenson

Form E-1—10M—12-46

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 15 Aug 58, 19

Section	Elm St - Front St (Med)	Kind of work	grading, paving
Highway	Medford - Provolt (EB) County Jackson	Section prefix	115-1059
Contractor	M C Lininger & Sons	Contract number	5095
Date of contract	17 Jan 58, 19	Specified work days	100
Date work started	20 Jan 58, 19	Work days used	68
Project authorization	$ 130,725.00	Per cent of time elapsed	68 %
Exclusive of engineering	$ 121,429.00		

Estimated cost of completed project, exclusive of engineering $ 110,000.00

Estimated per cent overrun or underrun underrun 9.0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 9,296.00

Engineering cost to date $ 13550, 146 %

Date project was completed 14 Aug 58, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked 2 hours Thursday pm installing AC traffic markers at Elm and Main Streets for traffic separators.

F B Klaboe, Asst Div Engr, over project on Tuesday.

THIS IS A FINAL REPORT.

CONSTRUCTION DIVISION
RECEIVED
AUG 18 1958
NOTED-- ☒ ☐ ☒ ☐ ☒
CE ACE ACE COE

Noted
M. N. Juvo

NOTED
FORREST COOPER

NOTED
C. E. PAULSEN

Signed Jack L. McCormick Res Engr

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.79	0.79		0.79	0.79
Miles partially completed	0.79	0.79		0.79	0.79
Miles completed	0.79	0.79		0.79	0.79
Total estimated quantities (contract)	10,000	10,600		30 ton 190 cy	4,600
Total quantities corrected to date	9,700	11,222		25.6 ton 71 cy	3,742
Estimated quantities moved or placed to date	9,700	11,222		25.6 ton 71 cy	3,742
Average daily quantities	0	0		0	0
Average daily quantities necessary to complete project on time	0	0		0	0
Number shifts per day	0	0		0	1
Hours per shift	0	0		0	2
Average force on project for week	0	0		0	5

Men	4
Supervision	1
Men and trucks under 3 tons	1
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	fair		
Tuesday	fair		
Wednesday	fair		
Thursday	fair		
Friday	fair		
Saturday			

'3A 12,800 4 58

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
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5095

July 18, 1958

Mr. Vernon Thorpe
Director of Public Works
City Hall
Medford, Oregon

Dear Mr. Thorpe:

It is understood that a representative from the Traffic Engineering Division has recently contacted you regarding the proposed signal timing progression which will be installed on the Main-Eighth Street One-Way Couplet in Medford. The matter of traffic signal progression speeds on this portion of the signal system was discussed with you, and based on the verbal approval that you have given, those speeds which were discussed with you will be established.

The possible use of two-dial controllers, as mentioned by you at the intersections of Main and Eighth Streets with Riverside Avenue, should be held in abeyance until the one-way couplet and the signal system is placed in operation. This would permit determination of new traffic patterns that would be established. It would also provide more accurate volume information on which to base an alternate cycle-split, if such is found desirable.

Some preliminary work has been done by our office, as was requested by you, looking toward the possibility of establishing some form of progression for that traffic moving from west to north at Riverside Avenue and Eighth Street. As can be seen from the attached sketch, traffic making this left turn and proceeding north on Riverside receives an extremely small progression band width when arriving at Main and Riverside. The cycle-splits used on this diagram were those recommended by you to Mr. Zirbes.

Considering the small benefit derived from possible signal progression and also considering the fact that new traffic patterns and volumes will not be definitely known until the couplet

NOTED

FORM E-15

is in operation, it is suggested that the plan of utilizing two-dial controllers at the locations mentioned earlier be delayed until such time as more accurate information is available.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By
F. B. Crandall
For Traffic Engineer

LHG:pk
bc: G. S. Paxson
Attachment

EIVED
UL 18 1958
OFFICE OF
AY ENGINEER

FORM E 30 35M 6 51 64316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1958

SUBJECT:

Traffic Signal Timing
Main & Eighth Streets (ORE238)
Medford

To:

MEMORANDUM TO FILE

On Monday, June 30, 1958, Mr. Vernon Thorpe, Director of Public Works, was contacted by phone and the subject of proposed traffic signal progression speeds on the Main-Eighth Streets Couplet was discussed. The purpose of this phone call was to obtain Mr. Thorpe's verbal approval on the proposed progression speeds, as listed below in order that the Sign Department could proceed with the fabrication of these overhead traffic signal progression speed signs. The speeds discussed with Mr. Thorpe are as follows:

On Eighth Street	Speed
Hamilton Street to Oakdale Street	30 MPH
Oakdale Street to Grape Street	25 MPH
Grape Street to Riverside Avenue	20 MPH
On Main Street	
Riverside Avenue to Oakdale Street	20 MPH
Oakdale Street to Hamilton Street	30 MPH

Mr. Thorpe gave verbal approval of the progression speeds as listed above. He did, however, make reservations with respect to cycle-splits at Main and Riverside and at Eighth and Riverside. Although we have discussed these locations with Mr. Thorpe previously, it was indicated that Mr. Zirbes would stop and discuss this matter again with Mr. Thorpe on the next trip to Medford.

L. E. George
Traffic Operations Engr.

LEG:pk

NOTED
ASS'T TRAFFIC ENGR.

RECEIVED
JUN 25 1958

FOR FILING

[illegible]

195

June 23, 1958

Mr. Robert Duff
City Manager
City Hall
Medford, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Duff:

You requested on Wednesday, June 18, of Mr. L. E. George of our Traffic Division, that the Main-Eighth one-way couplet on the Medford-Provolt Highway in your city not be operated as a one-way couplet until such time as the traffic-signal installation is completed. This letter is to advise that we will not establish one-way traffic operation on the proposed couplet until such time as the traffic-signal installation is ready for operation, sometime about the 10th of August.

I am requesting Mr. F. B. Crandall, Traffic Engineer, to coordinate the completion of the signal installation with the signing for the one-way couplet with Mr. Widdows. We will advise you prior to the opening of the couplet so that you may furnish adequate press releases in the Medford area.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. Forrest Cooper
Mr. F. B. Crandall
Mr. Tom Edwards
Mr. W. O. Widdows
Mr. Frank Morgan

JAH:njs hi

RECEIVED JUN 30 1958 FOR FILING

Transaction No. 6-72	For (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. US-217(4) 8	**FEDERAL-AID PROJECT AGREEMENT**	County Jackson
		Project No. US-217(4)

5195 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Elm Street to Front Street on 8th Street in Medford (SH-272).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	11/19/57	-
Rights-of-Way		
Construction	11/20/57	0.8
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 127,992.00	$ 78,900.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

Chairman, State Highway Commission
(title)

By

Member, State Highway Commission
(title)

By

Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Elm Street - Front Street (Medford) Section, Project No. UG-217(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

[illegible]

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Elm Street - Front Street (Medford) Section
Medford - Provolt Highway ([illegible])
Jackson County.

NATURE OF WORK:

Grading and Paving

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5095 5095 M. C. Lininger & Sons 1-17-58

DATE OF COMPLETION: 100 workdays from 3-1-58

REMARKS:

May 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Elm Street-Front Street (Medford) Section, Project No. US-217(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid
Project No. US-217(4)

ELM STREET-FRONT STREET (MEDFORD) SECTION OF THE MEDFORD-PROVOLT HIGHWAY (EASTBOUND) IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P. E.

Preliminary Engineering	All	Required		$ 3,700.00

Type Code 6201
Roadway (Sta. 41+54.50 thru equa. 76+44.52=0+00 to Sta. 2+90)
(Sta. 11+25 to Sta. 15+40)(Contract No. 5095)

Clearing and Grubbing	All	Required		$ 2,000.00
Removal of Pavement	230	sq.yds.	1.00	230.00
Removal of Curbs	900	lin.ft.	.20	180.00
Removal of Curbs and Gutters	1,000	lin.ft.	.30	300.00
Removal of Walks and Driveways	500	sq.yds.	.40	200.00
Removal of Catch Basins	10	only	15.00	150.00
Drainage Excavation, Unclassified	850	cu.yds.	2.75	2,337.50
General Excavation, Unclassified	10,000	cu.yds.	.70	7,000.00
Finish Roadbed and Slopes	0.79	mile	1,000.00	790.00
8-inch Sewer Pipe	930	lin.ft.	1.35	1,255.50
10-inch Sewer Pipe	420	lin.ft.	1.60	672.00
12-inch Sewer Pipe	800	lin.ft.	1.85	1,480.00
15-inch Sewer Pipe	230	lin.ft.	2.50	575.00
Extra for Pipe Under Pavement	220	lin.ft.	3.00	660.00
Concrete Catch Basins	6	only	75.00	450.00
Concrete Inlets	26	only	70.00	1,820.00
Concrete Manholes	8	only	250.00	2,000.00
Adjustment of Manholes	10	only	35.00	350.00
Concrete Curbs	14	cu.yds.	45.00	630.00
Concrete Curbs and Gutters	440	cu.yds.	40.00	17,600.00
Concrete Walks	770	sq.yds.	4.00	3,080.00
Coarse Crushed Material in Base	9,000	cu.yds.	2.40	21,600.00
3/4" - 0 Material in Base	1,600	cu.yds.	2.50	4,000.00
Sprinkling	400	M-gal.	2.50	1,000.00
Preparation of Base	0.79	mile	500.00	395.00
3/4" - 0 Material in Binder Course	190	cu.yds.	4.50	855.00
RC-3 Asphalt	30	tons	60.00	1,800.00
Class "B" Asphaltic Concrete	4,600	tons	7.25	33,350.00
Asphaltic Concrete Traffic Markers	60	lin.ft.	1.50	90.00
				$ 106,850.00

Seeding and Planting	All Required	1,000.00
Adjust City Water Mains (City of Medford)	All Required	3,343.00
Adjust Water Valves & Monument Boxes	All Required	300.00
Flagging (57½% of Contractors Cost)	All Required	1,500.00
	Subtotal	$112,993.00
	10% Engr. & Cont.	11,299.30
	Total	$124,292.30

Length of Roadway. . . . . 0.795 mile
Length of Roadway. . . . . 0.158 mile (exception)
Total Length . . . . 0.953 mile
Cost of Roadway per mile $156,342.51

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,700.00	$ 2,000.00	$ 1,700.00
Roadway	124,292.30	76,900.00	47,392.30
	$127,992.30	$78,900.00	$49,092.30

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

ELM ST.-FRONT ST. (MEDFORD) SECTION

Project No. US-217(4)

Estimate of Cost of Work by the City of Medford.

Labor	All Required	$ 1,389.09
Materials	All Required	1,454.12
Equipment	All Required	499.87
		$ 3,343.09
	Use	$ 3,343.00

Oregon State Highway Department

Federal Aid
Project No. US-217(4)

ELM STREET-FRONT STREET (MEDFORD) SECTION OF THE MEDFORD-PROVOLT HIGHWAY (EAST BOUND) IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon November 13, 1957

Type Code P.E.

Preliminary Engineering	All Required	$ 3,700.00

Type Code 6201
Roadway (Sta. 41+54.50 thru Equa. 76+44.52 = 0+00 to Sta. 2+90)(Sta. 11+25 to Sta. 15+40).

Clearing and Grubbing	All	Required		$ 7,500.00
Removal of Pavement	230	sq. yds.	$ 1.00	230.00
Removal of Curbs	900	lin. ft.	.40	360.00
Removal of Curbs and Gutters	1,000	lin. ft.	.60	600.00
Removal of Walks and Driveways	500	sq. yds.	.75	375.00
Removal of Catch Basins	10	only	25.00	250.00
Drainage Excavation, Unclassified	850	cu. yds.	3.00	2,550.00
General Excavation, Unclassified	10,000	cu. yds.	.90	9,000.00
Finish Roadbeds and Slopes	0.79	mile	1,000.00	790.00
8-inch Sewer Pipe	930	lin. ft.	2.00	1,860.00
10-inch Sewer Pipe	420	lin. ft.	2.25	945.00
12-inch Sewer Pipe	800	lin. ft.	2.50	2,000.00
15-inch Sewer Pipe	230	lin. ft.	3.25	747.50
Extra for Pipe Under Pavement	220	lin. ft.	3.00	660.00
Concrete Catch Basins	6	only	75.00	450.00
Concrete Inlets	26	only	65.00	1,690.00
Concrete Manholes	8	only	300.00	2,400.00
Adjustment of Manholes	10	only	50.00	500.00
Concrete Curbs	14	cu. yds.	50.00	700.00
Concrete Curbs and Gutters	440	cu. yds.	47.50	20,900.00
Concrete Walks	770	sq. yds.	4.50	3,465.00
Coarse Crushed Material in Base	9,000	cu. yds.	2.25	20,250.00
3/4"-0 Material in Base	1,600	cu. yds.	2.40	3,840.00
Sprinkling	400	M-gals.	3.00	1,200.00
Preparation of Base	0.79	mile	400.00	316.00
3/4"-0 Material in Binder Course	190	cu. yds.	3.50	665.00
RC-3 Asphalt	30	tons	48.00	1,440.00
Class "B" Asphaltic Concrete	4,600	tons	7.25	33,350.00
Asphaltic Concrete Traffic Markers	60	lin. ft.	1.00	60.00
				$119,093.50

Adjust City Water Mains	All Required	$ 3,500.00
Adjust Water Valves & Monument Boxes	All Required	300.00
Flagging (57½% of Contractor's Cost)	All Required	1,500.00
	Subtotal	$124,393.50
	10% Engr. & Cont.	12,439.35
	Total	$136,832.85

Length of Roadway . . . . 0.795 mile
Length of Roadway . . . . 0.158 mile (Exception)
Total Length . . . . 0.953 mile
Cost of Roadway per mile. $172,116.79

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 3,700.00	$ 2,000.00	$ 1,700.00
Roadway	136,832.85	84,700.00	52,132.85
	$140,532.85	$ 86,700.00	$ 53,832.85

RECEIVED
FOR FILING

FORM E-30X—37,000—8-55—62807

5/95

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1958

SUBJECT: Traffic Operation
Main - 8th One-way Couplet
Medford

To: Val Johnson
Traffic Control Engineer
OFFICE

I would appreciate your contacting Mr. Robert Duff or Vernon Thorpe and discuss with them traffic operation on 8th Avenue when the one-way couplet is put into use the first of July or thereabouts, which will be prior to the completion of the traffic signal project.

We do not want to experience the same problems we had in Grants Pass--that is, uncertainty as to where "STOP" signs should be placed, especially on the route of our highway. It would appear that you will probably have to establish some 3-way stops or 2-way stops with 8th Avenue and other key arteries until the signals are in operation. It might be well for you to give some thought also to placement of "STOP" signs at the railroad tracks prior to installation of the signal. This probably should be discussed with Mr. Dave Don, Public Utilities Commission.

J. Al Head

J. Al Head
Assistant Traffic Engineer

JAH:dp
cc: G. S. Paxson
W. O. Widdows
Frank Morgan

RECEIVED

NOTED
G. S. PAXSON
ENGINEER

RECEIVED
JUN 3 1958
FOR FILING
US 217(4)
5095

When replying, refer to 08-35.4

March 20, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon US-217(4), Elm Street, Front Street (Medford), Medford - Provolt Highway.

Dear Sir:

We have today approved the agreement dated November 8, 1957 between the State and the City of Portland, covering construction of the above project. Approval is subject to the provisions of Policy and Procedure Memorandum 30-4.

Authorization is hereby granted to proceed as of this date with the necessary adjustments of city-owned utility installations.

Very truly yours,

C. G. Polk
Division Engineer

Orig to SHP

RECEIVED
MAR 17 1958
FOR FILING

March 17, 1958

Mr. Robert A. Duff
City Manager
City of Medford
Medford, Oregon

Dear Mr. Duff:

Recently a discussion was held between you, Mr. Thorpe, and representatives of the State Highway Department in regard to the proposed installation of traffic signals on the Main-Eighth Street couplet for the Medford-Provolt Highway in the city of Medford.

Two points were discussed during this meeting. The first was the location of the poles at the intersection of Eighth Street with Riverside Avenue and with Front Street. The original plans for the signalization at these two intersections required that one pole at each location be placed near the center of the present sidewalk so that any future widening of Eighth Street, up to a 44-foot width, would not require relocation of the poles. You have requested that these poles be placed in the normal location three feet from the street side of the curb. You have also indicated your willingness to care for the moving of these poles at such time as the street may be widened. On this basis, the three-foot setback is satisfactory with the State Highway Department and we have changed the plans in this respect.

Also discussed was the possibility of signalizing two additional intersections over and above those listed in the agreement covering this project. These would be the intersections of Holly Street with Eighth and Main Streets. It is understood that in the future Grape and Holly Streets will become a one-way couplet, with Grape Street carrying northbound and Holly Street southbound traffic. Although the volume of traffic moving on Holly Street at the present time is relatively high, Grape Street is a through stop street while Holly Street is not.

It is believed that until such time as the Holly-Grape Street couplet is put into operation the traffic signals at the Grape Street intersections should be adequate to carry traffic across the east-west one-way couplet. With the signals at the two intersections, some of the traffic which is now using Holly Street should be diverted to Grape Street. It is believed that the signalization of the Holly Street intersections should be held in abeyance at the present time and should be considered at such time as the Holly-Grape Street couplet is established.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. Frank Morgan

VPJ:kg fn

FORM E-30 50M 8-57—6863

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1958

SUBJECT: Signalization
Main-Eighth Street Couplet (ORE238)
Medford

To: G. S. Paxson
Assistant State Highway Engineer
Office

There is attached a suggested draft on the above subject.

F. B. Crandall
Traffic Engineer

VPJ:kg
Attachment
cc: Forrest Cooper

RECEIVED
MAR 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 24 1958
FOR FILING

file

U 517(4)

5095

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
March 12, 1958

SUBJECT: Elm St-Front St (Medford) Section
Medford-Provolt Highway
Contract No. ~~5059~~ 5095

To: Mr. Forrest Cooper
Deputy State Highway Engineer

Office

Please find attached hereto a copy of a lease between M. C. Lininger and Sons and Mr. and Mrs. Pinelli, along with the assignment of said lease to the State of Oregon Highway Commission, a title report and a copy of a letter from Mr. Donald Hanson, attorney for M. C. Leninger.

On March 3, 1958, Mr. Lindas returned the lease agreement and assignment to Mr. Pease as being unsatisfactory, since on the last page of the lease the area described to be used for stockpiling, a crusher plant, or an asphaltic concrete paving plant, was totally inadequate.

According to Mr. Hanson's letter, the area described on the last page of the lease is actually included in the metes and bounds description of the original lease and was merely added to the lease to show that the lessors consented to the placing of a crusher plant or asphaltic concrete paving plant on the property in addition to the other purposes set forth in the lease. In other words, if the contractor sets up the above mentioned plants, he would be required to pay additional consideration for that privilege in the amount of $25 per acre per year for the area occupied by the plants.

With this explanation from the attorney, and providing your engineers should likewise determine that the description in the lease is the area being occupied by the contractor, then it would appear that the assignment of lease is good and that partial payment for the storing of materials could be made in favor of the contractor. The contractor should, of course, see to it that he pays the 10¢ a yard royalty for any rock removed in excess of 18,000 cubic yards, because if he fails to make his payments, the lease is automatically void, although the lease provides the contractor would have 180 days in which to remove materials, structures or buildings which he might have placed on the property.

Original with attachments to Mr. Edwards

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ma

enc.
cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. L. I. Lindas

A

RECEIVED

DEFOREST & HANSEN
ATTORNEYS AT LAW
228 FRANKLIN BUILDING
125 SOUTH CENTRAL AVENUE • TELEPHONE SPRING 3-5311
MEDFORD, OREGON

DONALD HANSEN
RUSSELL W. DEFOREST

March 12, 1958

5095

COPY

Mr. L.I. Lindas
Chief Counsel
Oregon State Highway Department
Salem, Oregon

Dear Mr. Lindas:

Re: Elm Street - Front Street (Medford)
Medford - Provolt Hwy.
Contract 5095
Our File 734
Assignment of Lease

This letter is written pursuant to our telephone conversation of March 12, 1958, regarding disapproval of an assignment of the contractor's lease with the Pinellis to the Commission covering the stock pile site and as set forth in your letter to Mr. Pease of March 3, 1958.

We drafted the original lease consisting of five pages which was executed on June 27, 1956. That lease covers the entire description of Pinellis' property and conforms to the description on Pinellis' warranty deed and that set forth in Jackson County Title Company's preliminary report No. 71271.

We had initially inserted a provision (which is paragraph No. 11 of the lease) restricting the stock piling and location of structures to the east 600 feet of said premises, or to the north or east of Bear Creek, and away from the lawn, garden and barn area. However, this provision was struck by delineation upon the execution and properly initialled by the lessors. We believe the effect of this would be to permit stock piling anywhere on the property described on page 1 of the lease. However, sometime in December of 1957 Mr. Raymond B. Lininger added an additional page to the lease which we believe gave rise to the objection of an inadequate description. This was done for the purpose of good public relations and as a matter of fairness to the Pinellis and expressly permitted stock piling in the barn area, even though such was not required under the terms of the lease because all of the area intended by the additional sheet is encompassed by the entire description on page 1 of the lease.

Mrs. Pinelli is now hospitalized in Klamath Falls, Oregon, and for that reason alone it would be hoped that the assignment might be approved without the execution of any other documents by the Pinellis.

DEFOREST & HANSEN
ATTORNEYS AT LAW
228 FRANKLIN BUILDING
125 SOUTH CENTRAL AVENUE • TELEPHONE SPRING 3-5311
MEDFORD, OREGON

DONALD HANSEN
RUSSELL W. DeFOREST

Mr. L. L. Lindas   Page 2   March 12, 1958

COPY

Although the lease does not contain an explicit provision permitting assignment, it is our understanding that a lease is assignable unless prohibited and we respectfully call your attention to paragraph 14 of the lease making the lease binding upon the parties' assigns and paragraph 7 referring to assignment by the lessors.

We believe this explanation will permit approval of the assignment enabling M. C. Lininger & Sons to retain the benefit of the advance payment made for the stock piling and avoid further withholding of sums otherwise payable under the contract.

As per your instructions, we are re-submitting the enclosed material directly to your office with the necessary routing to be done by your office.

We certainly appreciate your assistance in this matter. Thank you.

Yours very truly,

DeFOREST & HANSEN

By

DH:es

Enclosures: Copy of preliminary title report
Mrs. Newnham's title insurance policy
Copy of Mr. Chandler's letter of Feb. 11, 1958
5 Executed copies of Assignment
Photocopy of Lease

P.S. You are hereby specifically authorized to attach the extra copies of the assignment to any copy of the lease you have or might make as we only had the one copy available. Please advise if we might do anything further. DH

JACKSON COUNTY TITLE CO.

121 EAST 6TH STREET ✻ TELEPHONE SPRING 3-4551
MEDFORD, OREGON

JACKSON COUNTY REPRESENTATIVES
TITLE AND TRUST COMPANY
PORTLAND, OREGON

February 20, 1958

RECEIVED
MAR 3 1958
LEGAL DEPT.

M. C. Lininger
P. O. Box 1386
Medford, Oregon

Dear Sir: Our Number 71271

At your request we have searched our tract indices of Jackson County Records as to the following described property:

> Beginning at a point on the north line of Donation Land Claim No. 43 in Township 38 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, said point being 14.545 chains West of the northeast corner of said Claim; thence West on the north line of said Claim 31.305 chains; thence South 4.10 chains; thence South 64° East 6.95 chains; thence East 3.41 chains; thence South 33° East 5.80 chains; thence South 8° East 2.00 chains; thence South 70° West 4.77 chains; thence South 32°30' West 1.60 chains; thence South 9°30' West 62 links; thence South 70°45' West 73 links; thence South 14° West 75 links; thence East 25.515 chains, to a point South of the point of beginning; thence North 18.60 chains to the point of beginning;

and as of February 20, 1958 at 5:00 P.M., we find:

The last deed of record runs to SARAH I. NEWNHAM.

We have also searched our General Index for judgments and tax liens against SARAH I. NEWNHAM, and as of the above date we find no unsatisfied judgments or tax liens against said Sarah I. Newnham.

We further find unpaid taxes as follows:

2nd ½ 1957-58 taxes, $166.46 NOT PAID (Code 4-2 Account #15381W
Tax Lot #47)

1957-58 taxes, ($3.08) PAID (Code 22-2 Account #15381W Tax Lot #47)

Liability under this report is limited to the party addressed, and to the amount of the fee received therefor.

Dated at Medford, Oregon, February 20, 1958 at 5:00 P.M.

Yours very truly,

JACKSON COUNTY TITLE CO.

By

A. H. MacKintosh

kpg

TITLE AND TRUST BUILDING

Title and Trust
COMPANY

321 S.W. FOURTH AVENUE
Phone: CApitol 8-1181
PORTLAND 4, OREGON

DUPLICATE of J-32715

$ 12,500.00 **Premium $** 10.00 **No.** J39201
64968

Policy of Title Insurance

TITLE AND TRUST COMPANY, a corporation, (incorporated under the laws of the State of Oregon), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance.

Does Hereby Insure

SARAH I. NEWNHAM

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding dollars,

TWELVE THOUSAND, FIVE HUNDRED

which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

In witness whereof, **TITLE AND TRUST COMPANY** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the day and hour set forth in SCHEDULE A hereof.

This policy not valid unless countersigned by Jackson County Title and Abstract Company,

By
AUTHORIZED SIGNATURE

TITLE AND TRUST COMPANY

By President

Attest: Secretary.

F. 204A hh
OREGON LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY FORM

SCHEDULE A

On May 27, 1955 at 5:00 o'clock,P.M., the title to the land described in this Schedule is vested in:

SARAH I. NEWNHAM

Description of the tract of land the title to which is insured by this policy:

Beginning at a point on the north line of Donation Land Claim No. 43 in Township 38 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, said point being 14.545 chains West of the northeast corner of said Claim; thence West on the north line of said Claim 31.305 chains; thence South 4.10 chains; thence South 64° East 6.95 chains; thence East 3.41 chains; thence South 33° East 5.80 chains; thence South 8° East 2.00 chains; thence South 70° West 4.77 chains; thence South 32°30' West 1.60 chains; thence South 9°30' West 62 links; thence South 70°45' West 73 links; thence South 14° West 75 links; thence East 25.515 chains, to a point South of the point of beginning; thence North 18.60 chains to the point of beginning.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 4 and 5 on page 1 of this policy.

1. Easements, liens or incumbrances, including material or labor liens, which are not shown by the public records; mining claims; reservations in patents; water rights, claims or title to water.

2. Rights or claims of persons in possession, or claiming to be in possession, not shown of record; any state of facts which an accurate survey and inspection of said land would show.

3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing of streets or highways preceding entry of the ordinance or order therefor.

4. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or limiting the height of improvements, or prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

5. That part lying within public roads.

6. Right of way for road purposes, as set out in deed recorded in Volume 52 page 549 and Volume 110 page 184, of the Deed Records of Jackson County, Oregon. (Affects South line)

7. The effect of said property, or any part thereof, lying within the Talent Irrigation District, and subject to all water and irrigation rights, easements for ditches and canals, and all regulations of said District.

STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS, NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such litigation, or if such insured shall not, in writing promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding and all appeals therein and permit it to use at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

3. NOTICE OF LOSS, LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. APPORTIONMENT OF LOSS

Whenever the Company shall be obligated to pay a loss under the terms of this policy to an insured owner, purchaser or lessee by reason of a defect in the title to a portion of the area insured herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect.

5. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

6. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

7. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

8. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

9. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

10. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "named insured": the persons and corporations named as insured on page two of this policy;

(b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;

(c) "land": the land or leasehold estate described specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property;

(d) "date": the exact day, hour and minute specified on the first line of Schedule A (unless the context clearly requires a different meaning);

(e) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

11. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, or an Assistant Secretary of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office.

This Policy prepared and issued
in Jackson County

by

JACKSON COUNTY TITLE CO.

121 East 6th Street

MEDFORD, OREGON

Established 1885

Telephone SPring 3-4551

Incorporated 1904

TITLE INSURANCE POLICY

TITLE AND TRUST BUILDING

Title and Trust
COMPANY

321 S.W. FOURTH AVENUE
Phone: CApitol 8-1181
PORTLAND 4, OREGON

BRANCH OFFICES

BENTON COUNTY
TITLE AND TRUST COMPANY
Corvallis

CLACKAMAS COUNTY
TITLE AND TRUST COMPANY
Oregon City

CLATSOP COUNTY
TITLE AND TRUST COMPANY
Astoria

COLUMBIA COUNTY
TITLE AND TRUST COMPANY
St. Helens

HOOD RIVER COUNTY
TITLE AND TRUST COMPANY
Hood River

LINCOLN COUNTY
TITLE AND TRUST COMPANY
Newport

LINN COUNTY
TITLE AND TRUST COMPANY
Albany

TILLAMOOK COUNTY
TITLE AND TRUST COMPANY
Tillamook

WASHINGTON COUNTY
TITLE AND TRUST COMPANY
Hillsboro

YAMHILL COUNTY
TITLE AND TRUST COMPANY
McMinnville

ASSOCIATE OFFICES

DESCHUTES COUNTY
BEND ABSTRACT COMPANY
Bend

DOUGLAS COUNTY
DOUGLAS ABSTRACT COMPANY
Roseburg

JACKSON COUNTY
JACKSON COUNTY TITLE CO.
Medford

LANE COUNTY
LANE COUNTY TITLE COMPANY
Eugene

MARION COUNTY
SALEM TITLE COMPANY
Salem

POLK COUNTY
SALEM TITLE COMPANY
Dallas

UNION COUNTY
THE ABSTRACT & TITLE COMPANY
La Grande

WASCO COUNTY
WASCO TITLE OREG. LTD.
The Dalles

ASSIGNMENT OF LEASE

For value received M. C. Lininger & Sons, contractor on highway (bridge) construction contract No. 5095, does hereby sell, transfer, assign, and set over to the Oregon State Highway Commissinn, for the duration of said contract all its right, title, and interest in and to the lease affixed hereto, reserving the right to go upon and use the leased premises for the purposes of said contract, and, further, does hereby agree to indemnify and hold harmless the said Highway Commission, its members, officers, employees, and agents against any and all claims or damages which may result from the use of the property covered by said lease during the term of this assignment.

Attachments:

1. Copy of lease from A. Pinelli and his wife Sarah Pinelli, (who was formerly Sarah Newnham, (lessors) to M. C. Lininger & Sons (contractor-lessee) dated June 27, 1956, covering a parcel of land in the Southeast Quarter of Section Fifteen and in the Southwest Quarter of Section Fourteen, Township 38 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon.

2. Title report of lessor.

March 12, 1958.

Medford, Oregon

M. C. LININGER & SONS

By Raymond B. Lininger
Raymond B. Lininger

STATE OF OREGON)
: ss.
County of Jackson)

On this 12th day of March, 1958, personally came before me, a notary public in and for said county and state, the within named Raymond B. Lininger to me personally known to be the identical person described in, and who executed, the within instrument, and who personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and official seal the day and year last above written.

Notary Public for Oregon
My commission expires 10/24/58

ACCEPTANCE RECOMMENDED:

Forrest Cooper
Deputy State Highway Engineer

ACCEPTED, on behalf of the State Highway Commission

Chief Counsel

LEASE

This agreement made and entered into in duplicate this 27th day of June, 1956, by and between A. Pinelli and his wife Sarah Pinelli, who was formerly Sarah Newnham of Jackson County, Oregon, hereafter called the "Lessors" and M. C. Lininger and Sons, a co-partnership, of Jackson County, Oregon, hereinafter called the "Lessees".

Lessors, for and in consideration of the covenants, agreements, and payments of the sums hereinafter specified, have granted, demised, leased, and do by these presents, grant, demise, lease, and let unto the Lessees for the sole and only purpose of mining, removing, and operating for and marketing of such quantities of sand, gravel, rock, and mineral aggregate as may be found in and on that certain tract of land situated in Jackson County, Oregon, described as follows, to-wit:

> Beginning at a point on the north line of Donation Land Claim No. 45 in Township 38 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, said point being 14.545 959.97 chains West of the northeast corner of said Claim; thence West on the north line of said Claim 2066.13 31.305 chains; thence South 270.60 4.10 chains; thence South 64 degrees East 458.70 6.95 chains; thence East 225.06 3.41 chains; thence South 33 degrees East 5.80 382.80 chains; thence South 8 degrees East 132.00 2.00 chains; thence South 70 degrees West 314.82 4.77 chains; thence South 52 degrees 30' West 105.60 1.60 chains; thence South 9 degrees 30' West 40.92 62 links; thence South 70 degrees 45' West 48.18 73 links; thence South 14 degrees West 49.50 75 links; thence East 1683.99 25.515 chains, to a point south of the point of beginning; thence North 18.60 chains 1227.60 to the point of beginning.

TO HAVE AND TO HOLD the same unto the Lessees for three years from the date of execution hereof.

Said lease is made upon the following terms and conditions:

1. As rental for said premises the Lessees shall, and they hereby do, promise and agree to pay to the Lessors $100.00 upon the execution hereof and $100.00 on the same date of each immediately succeeding seventeen (17) months, and ten (10¢) cents per cubic yard mined and produced from said premises in excess of the first 18,000 cubic yards, which excess shall be paid for within thirty (30) days after removal

thereof from said premises.

2. Said premises are leased as a gravel bunker and stock pile site and for other purposes relative to and in connection with the business of the Lessees, and in said connection the Lessees shall have the right to construct office, storage and warehouse buildings, maintain a stock pile of sand, gravel, rock and mineral aggregate mined from said premises, maintain and operate a rock-crushing plant, and to construct and operate any other structures or improvements on said premises that they may desire to place thereon. Any and all such structures or other improvements placed upon said premises by the Lessees shall remain as personal property and not as a part of said realty, and the Lessees shall have the right at any time during said term, or within a period of one hundred eighty (180) days thereafter, to remove any such structures, buildings, improvements, stock pile or crushing plant from said premises. The Lessors shall not have any interest whatsoever in and to said buildings, structures, improvements, stock pile, or crushing plant.

3. The Lessees shall cause any such structures, buildings, improvements, stock pile, or crushing plant to be assessed separately from the real property for taxation purposes, and shall promptly and when due pay all taxes and other assessments which may be levied upon such structures buildings, improvements, stock pile or crushing plant.

4. The Lessees shall have the right to use existing roadways, or to construct, maintain and use such roadways, on, over and across said premises as shall be reasonably necessary to the efficient conduct of Lessees' operation hereunder, with such construction or maintenance of roadways not now existing to be at the cost of Lessees.

5. If Lessors own a less interest in the above described premises than the entire and undivided fee simple estate therein, then the royalties and rental herein provided for shall be paid the Lessors only in the proportion which their interest bears to the whole and undivided fee; provided, however, that if either of the Lessors owns the entire undivided fee simple estate therein, Lessees shall make the payment jointly to the Lessors.

6. Lessors hereby warrant and agree to defend the title to said premises herein described and agree that the Lessees shall have the right at any time to redeem for Lessors by payment any mortgages, taxes, or other liens on the above-described premises, in the event of default in payment by Lessors, and be subrogated to the rights of the holders thereof.

7. Any sale, grant, lease or assignment of the Lessors of their interest in said premises subsequent hereto shall be subject to the terms of this lease.

8. In event the Lessees should fail or neglect to make the payments of rentals or royalties herein specified, or to perform the other covenants or conditions hereof, then and in such event, the Lessors shall have the right to declare this lease terminated upon the giving of thirty (30) days written notice of intention so to terminate the same, during which period of time the Lessees shall have the right and opportunity to remedy any such default or defaults. And, in the event that they are not so remedied, then and in such event, this lease shall be absolutely terminated and the Lessees shall relinquish said premises to the Lessors and remove all persons and property therefrom, and the Lessors shall have the right to immediately enter into the possession of said premises with or without legal action, and to remove the Lessees and any and all persons holding by or under them therefrom. The Lessees shall thereafter have a period of One Hundred Eighty (180) days within which to remove their buildings, structures, improvements, or any sand, rock, gravel, or mineral aggregate stockpiles from said premises, and in the event the same are not so removed they shall become and remain the property of the Lessors, free and clear of any and all claims of the Lessees.

9. The Lessors retain all grazing rights, and other rights of use of said premises, not plainly inconsistent with the terms hereof.

10. Lessees shall perform their operations on said premises in a good workmanlike manner, but shall have no liability for any change or harm incurred to said premises, Bear Creek, or its channel, nor for re-deposit of material by Bear Creek or otherwise arising from Lessees' operations on said premises so long as they are conducted in a good workmanlike manner.

11. ~~It is understood by the parties hereto that Lessees are not to mine, nor operate upon, except for purposes of transportation, the house, lawn, garden, or barn area of the Lessors, and it is further understood that the buildings, structures, improvements, stock piles, and crushing plant shall be located only upon the east six hundred (600) feet of said premises or to the north and/or east of Bear Creek.~~ S. el. B. S. el. B.

12. The Lessees shall have the option to renew this lease for an additional three years after the first three-year-period and then for an additional three-year-period after the second three-year-period, upon the same rentals, royalties, terms and conditions as set forth herein, upon giving the Lessors written notice of their election to renew thirty (30) days prior to the expiration of the first or second three-year-period respectively; provided, however, that Lessees may terminate this lease at any time during the second or third three-year-period by giving the Lessors written notice of their election to so terminate three (3) months in advance of the date elected by Lessees for termination and Lessees shall not be liable for any payments [illegible] provided for herein, except for gravel actually mined and removed from said premises, after the payment due on or immediately prior to said expiration date set by Lessees. It is understood that should Lessees elect to renew for the second and/or third three-year-period $100.00 per month payments shall be resumed for the first eighteen (18) months of each three-year-period for which renewal is elected and ten (10¢) cents per cubic yard for all yardage in excess of 18,000 cubic yards actually mined and removed, except as provided herein. In no event, however, during the second or third three-year-period shall the one hundred ($100.00) dollars per month payments exceed the total sum that would be obtained by multiplying the remaining mineable and removable cubic yards of sand, gravel, rock, and mineral aggregate of a quality desired by Lessees, times Ten (10¢) cents per cubic yard.

13. In case suit or action is brought to enforce any rights or conditions of this agreement, it is agreed between the parties that the prevailing party in such suit or action shall be entitled to a reasonable

attorney's fee, as determined by the court, as against the losing party therein.

14. This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns as their interest may appear.

M. C. Lininger & Sons

By

Sarah S Pinelli
Sarah Pinelli

A Pinelli
A. Pinelli

STATE OF OREGON)
# ss
County of Jackson)

Be it remembered, that on this 27th day of June, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named A. Pinelli and Sarah Pinelli who are known to me to be the identical individuals described in end who executed the within instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Donald Hansen
Notary Public for Oregon

My Commission Expires 10/24/58

Additional provisions to Lease signed June 27, 1956, by and between A. Pinelli and his wife, Sarah Pinelli, who was formerly Sarah Newnham of Jackson County, Oregon, hereinafter called the "Lessors" and M. C. Lininger & Sons, a co-partnership, of Jackson County, hereinafter called the "Lessees". TO WIT:

In addition to the above items, the Lessor agrees to rent to the Lessee at least 4 acres or a maximum of 7 acres if necessary, for the purpose of stock-piling material, or as a site for crusher plant, or an asphaltic concrete paving plant. Lessee agrees to pay $25.00(twenty-five dollars) per acre per year, payable in advance each year.
The 4 to 7 acres is an area now in use as an alfalfa field...roughly bounded by Cabbage Lane, Bear Creek, and a line between house and barn.

In addition, there will not be any stockpiles or plant set up within [illegible] ft (one hundred feet) of the house

[illegible] C. Lininger & Sons
M. C. Lininger and Sons

Raymond B. Lininger
BY Raymond B. Lininger

Sarah Pinelli
Sarah Pinelli

A. Pinelli
A. Pinelli

RECEIVED
MAR 12 1958
FOR FILING

FORM 590—9M—2-57—1476
[illegible]

5095

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

RAILROAD COMPANIES
FILE No. 491

Salem, Oregon
March 5, 1958

SUBJECT: Pux 214
Signals - Main &
8th Streets, Medford

To: Mr. H. B. Glaiyser
Secretary
Office

Herewith I hand you a fully executed copy of agreement with Southern Pacific Company relative to the construction of grade crossing and installation of signals on the one-way couplet in Medford.

Distribution, in the department, of conformed copies has been made.

J. W. DeSouza
J. W. DeSouza
Assistant Counsel

JWD:bk
Enc.

REFERRED TO [illegible]
BY SECRETARY
to File

RECEIVED
MAR 3 1958
FOR FILING

[illegible]

5095

FORM E-30X—37,500—8-57—6834

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
February 28, 1958

SUBJECT: Elm St.-Front St. (Medford)
Medford-Provolt Hwy.
Contract 5095

To: Mr. Leonard I. Lindas
Chief Counsel
State Highway Department
Salem, Oregon

I am forwarding herewith a lease agreement between Sarah I. Newnham and M. C. Lininger & Sons and an assignment of lease and preliminary title report from the Title and Trust Company in Portland.

This lease agreement is drawn for the purpose of obtaining advance payments on crushed materials on hand.

If these instruments are found to be acceptable, will you please forward them to Mr. Cooper for his approval.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
S. H. Probert

NOTED
FORREST COOPER

RECEIVED
FEB 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 4 - 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

[illegible]

5095

Feb. 4, 1958

H. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5095, awarded Jan. 17, 1958, for grading and paving on the Elm St.-Front St. (Medford) Section of the Medford-Provolt Highway (Eastbound) in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
FEB 3 - 1958
FOR FILING

January 31, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the state's share of flagging costs on the Elm Street-Front Street (Medford) Section of the Medford-Provolt Highway in Jackson County, Contract No. 5095, in connection with Federal Aid Project No. UG-217(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
JAN 2 1958
FOR FILING

January 27, 1958

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 20, 1958, on Contract No. 5095, Elm St.-Front St. (Medford) Section, in Jackson County, in connection with Federal Aid Project No. US-217(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

FORM E-123X 5-57

RECEIVED
JAN 27 1958

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]

[illegible] CERTIFIED MAIL

January 24, 1958

~~Mr.~~ W. M. Jaekle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Puc 214-8th Street X-ing
Medford - S.P. Co.

Dear Mr. Jaekle:

Herewith I am returning to you original and duplicate counterpart of construction agreement relative to the above titled project, your File 91116/323, which instruments have been executed by the State Highway Commission. In connection therewith, please refer to my letter to you of January 13.

When the Commission's executed copy is returned, it is requested that we be furnished with ten additional copies of Drawing P-15947-A, which is the exhibit attached to the agreement.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RH
ENCL.
cc: Mr. Robert A. Duff, City Manager
Medford, Oregon

Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. F. D. Morgan

RECEIVED
FORREST COOPER

RECEIVED
JAN 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 5 - 1958
FOR FILING

5075

Salem, Oregon
January 23, 1958

Agenda Item 5-q

Pux 214-8th Street G-Xing
Medford - S.P. Co.

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached are two copies of an agreement with the Southern Pacific Company relative to grade crossing of the tracks of the Southern Pacific Company on the 8th Street Grade Crossing on the one-way couplet in the City of Medford. These copies have been signed by the State Highway Commission and are now ready for the signatures of the proper officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

[redacted]
Attach: 2

agenda 1/16/58

5g

FORM E30—50M—2-57—1476

AGENDA
JAN 16 1958

5-g

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 13, 1958
Salem Office

SUBJECT: Pux 214-8th Street G-Xing
Medford - S.P. Co.

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you duplicate counterparts of agreement with Southern Pacific Company relative to grade crossing of the tracks of Southern Pacific Company on the 8th Street Grade Crossing on the one-way couplet in the City of Medford. This is located on the Elm Street-Front Street project on the Medford-Provolt Highway.

After execution by the Highway Commission, please return both copies direct to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. L. I. Lindas

Ⓐ
2 COPIES TO
BE SIGNED

M

RECEIVED
JAN 30 1958
FOR FILING

115-217 (4)

5215

[illegible]

[illegible]

[illegible] CONTRACTORS FOR [illegible] EXECUTE AN [illegible] PACIFIC COMPANY AS CALLED FOR IN [illegible] OF RAILROAD RIGHT [illegible] THAT THEY INTEND TO START EXCAVATING [illegible].

[illegible]

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

TELETYPE MESSAGE

TO STATION ____________ **FROM STATION** ____________ **NO.** ____ **DATE** Jan. 20, 1958 **TIME** ____

Mr. Frank Morgan
Roseburg
Oregon

It will be necessary that Lininger & Sons, contractors for the 8th Street-Main Street couplet in Medford execute an agreement with the Southern Pacific Company as called for in their contract, prior to doing any work on railroad right of way. I have heard a rumor that they intend to start excavating for the sewer line immediately.

G. S. Paxson

REPLY REQUESTED (   )

SIGNED

TELETYPE MESSAGE

TO STATION ____________ **FROM STATION** ____________ **NO.** ____ **DATE** Jan. 20, 1958 **TIME** ____

Mr. Frank Morgan
Roseburg
Oregon

It will be necessary that Lininger & Sons, contractors for the 8th Street-Main Street couplet in Medford, execute an agreement with the Southern Pacific Company as called for in their contract, prior to doing any work on railroad right of way. I have heard a rumor that they intend to start excavating for the sewer line immediately.

G. S. Paxson

REPLY REQUESTED (   )

SIGNED

G S Paxson

OFFICE OF
THE CITY MANAGER

CITY OF MEDFORD
MEDFORD, OREGON

January 13, 1958

RECEIVED
JAN 14 1958
LEGAL DEPT.

File No. 91116/823

NOTED
S. PAYSON

I. R. Smith
Superintendent
Southern Pacific Company
Portland, Oregon

Dear Sir:

We are enclosing both copies of the proposed indenture between the Southern Pacific Company and the City of Medford granting an easement to the City for public grade crossing at 8th Street, both copies signed by the Mayor and City Recorder.

We are also including a certified copy of the Resolution passed by the Mayor and City Council, authorizing the execution and acceptance of this indenture.

Very truly yours,

ROBERT A. DUFF
City Manager

By Vern Thorpe
Vernon Thorpe
Public Works Director

VT:ds

Enclosures

cc: Mr. J. W. DeSouza,
Asst. Counsel, State of Oregon
State Highway Department
Salem, Oregon

W. M. Jaekle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, Calif.

8-56-3M

8-2789-8

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

A. M. JAEKLE
CHIEF ENGINEER
R. L. N'S[illegible]N
[illegible] CHIEF ENGINEER
W. M. WILLIAMSON
ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
[illegible] JONES
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
J. LYON
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES

January 13, 1958

91116/312-21

RECEIVED

Mr. Robert A. Duff
City Manager
Medford, Oregon

Dear Sir:

Reference is made to proposed street improvement which includes construction of a new grade crossing at 8th Street, Medford, particularly as to installation of a storm drain on Southern Pacific Company's property.

We enclose herewith duplicate counterparts of proposed indenture between Southern Pacific Company and the City of Medford granting easement to the City for storm sewer pipe and appurtenances as illustrated on the exhibit print attached thereto.

If you find this indenture to be in order, kindly arrange for execution in duplicate on behalf of the City, after which both counterparts should be forwarded to Mr. L. R. Smith, Superintendent, Southern Pacific Company, Portland, Oregon, for further attention. When the agreement has been fully executed, one counterpart will be returned to you for the records of the City.

Signatures of the officials executing the instrument should be acknowledged and a certified copy of the resolution passed by the governing body of the City of Medford authorizing execution and acceptance should be attached to each counterpart.

It is our understanding that installation of this facility is included in the State's contract for improvement of 8th Street, and it will be in order for you to permit the State to proceed with construction as soon as the indenture has been executed on behalf of the City without awaiting final execution on behalf of the Railroad.

Yours truly,

W. M. JAEKLE

Enc.
cc: Mr. J. W. DeSouza
Asst. Counsel
State of Oregon
State Highway Department
Salem, Oregon

FORM E-123X 20M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 13, 1956

Mr. ~~W.~~ [illegible]. Jaekle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. J. A. Holmes

Re: Pux 214-8th Street E-King-Medford
S.P. Co.

Dear Sir:

Receipt is acknowledged of your letter of the 10th, your file 91116/323, transmitting duplicate counterparts of proposed agreement on the above titled project.

It is noted that the agreement provides that the Highway Commission shall make payment to you for the signal work to be done by Southern Pacific Company. This is contrary to the order of the Public Utilities Commissioner. That order provides that reimbursement shall be made by the City of Medford. However, this probably is not controlling as paragraph 1, on page 1, provides that the agreement is made subject and subordinate to all valid orders issued by the Public Utilities Commissioner of Oregon affecting the construction and maintenance of the highway, and I assume that this qualification will prevail regardless of departures therefrom in the agreement. If, however, bills for the signal installation are sent to the Highway Commission, these costs should be billed separately from other reimbursements which definitely are to be made by the Highway Commission.

Paragraph 7, on page 3, provides that upon construction of the highway the State shall maintain the highway. This is contrary to the portion of the order which provides that after construction of the crossing Southern Pacific Company shall, at its own expense, maintain its track and roadbed and that portion of the roadway surfacing lying between the rails and for a distance of 18 inches outside thereof. Again I assume that the qualification in paragraph 1 of the agreement shall be considered subordinate to the order of the Public Utilities Commissioner.

The third paragraph on Exhibit "A" refers to the construction of an overhead structure. We have corrected this to read "grade crossing" in order to conform to the true facts.

Subject to the qualifications herein stated, the agreement will go to the Highway Commission for execution at its next meeting to be held on January 16 and 17.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RM
cc: Mr. Forrest Cooper
Mr. G. S. Paxson ✓
Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison
Mr. F. D. Morgan

RECEIVED
JAN 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

[illegible]
NISSEN
[illegible]
WILLIAMSON
[illegible]

January 10, 1958

91116/323

RECEIVED
[illegible]
LEGAL DEPT.

Mr. Robert A. Duff,
City Manager
Medford, Oregon

Dear Sir:

At the request of Mr. J. W. DeSouza, Assistant Counsel, State of Oregon Highway Department, we enclose herewith duplicate counterparts of proposed indenture between Southern Pacific Company and the City of Medford granting easement to the City for public grade crossing at 8th Street, as described therein, and as shown tinted yellow on exhibit print attached to the counterparts.

If you find this indenture to be in order, kindly arrange for execution in duplicate on behalf of the City, after which both counterparts should be forwarded to Mr. L. R. Smith, Superintendent, Southern Pacific Company, Portland, Oregon for further attention.

Signatures of the officials executing the instrument should be acknowledged, and a certified copy of the resolution passed by the governing body of the City of Medford authorizing execution and acceptance should be attached to each counterpart.

As soon as this indenture has been executed on behalf of the City, you may permit the State to proceed with construction of the street on the area in question without awaiting final execution of the indenture on behalf of the Railroad.

An agreement to cover the granting of permission to the City to construct a drainage pipe on Railroad premises in connection with this project will be forwarded for your consideration within the next few days.

Yours truly,

Encls.

cc: Mr. J. W. DeSouza,
Asst. Counsel, State of Oregon
State Highway Department
Salem, Oregon

RECEIVED
JAN 20 1958
FOR FILING

[illegible]

5015

January 17, 1958

M. C. Lininger & Sons
P. O. Box 1366
Medford, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, accepted your proposal for grading and paving Elm St. -Front St. Section of the Medford-Provolt Highway in Jackson County for the sum of $[illegible],853.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5095.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

RECEIVED
JAN 20 1958
FOR FILING

DOMESTIC SERVICE	
Check the class of service desired, otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 17, 1958

M. C. Lininger & Sons,
P. O. Box 1386
Medford, Oregon

Contract for grading and paving Elm St.-Front St. Section of the Medford-Provolt Highway in Medford Jackson County for which you submitted low bid on December 5, 1957 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting
Files
C. W. Head

RECEIVED
JAN 20 1958
FOR FILING

5095

January 17, 1958

Mr. L. R. Smith, Supt.
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of contract No. 5095 and plans covering grading and paving work on the Elm St.-Front St. (Medford) Section of the Medford-Provolt Highway (Eastbound) in Jackson County.

Plans call for crossing at approximate grade three of your spur lines, at Highway Stations 13+35.88, 13+61.04 and 13+76.83, respectively, and your main line at Highway Station 13+90.

Provisions call for the contractor to protect your company's tracks, facilities or any communication lines and appurtenances thereof and also that he carry railroad protective and liability insurance.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

JWR:ia

cc: Mr. W. H. Jackle
Chief Engr., S.P.R.R. Co.
G. S. Paxson
J. W. DeGroum

RECEIVED
JAN 2[illegible] 1958
FOR FILING
OREGON DISTRICT
US 217(4)
5095 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

January 17, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project US-217(4), Elm Street-Front Street (Medford) Section of the Medford-Provolt Highway, we hereby concur as of this date in award of Contract No. 5095 to M. C. Lininger and Sons of Medford, Oregon, low bidder in the amount of $106,850.00 at the December 5, 1957 bid opening.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
JAN 17 1958
FOR FILING

January 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Elm Street-Front Street (Medford) Section of the Medford-Provolt Highway in Jackson County, Project US-217(4), to M. C. Lininger & Sons of Medford, Oregon, on the basis of the bid of $106,850.00 submitted on December 5, 1957.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

FORM E-123X 80M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FOR FILING
11A-217(4)

January 17, 1958

Mr. L. E. Smith, Supt.
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of contract No. 5095 and plans covering grading and paving work on the Elm St.-Front St. (Medford) Section of the Medford-Provolt Highway (Eastbound) in Jackson County.

Plans call for crossing at approximate grade three of your spur lines, at Highway Stations 13+35.88, 13+61.04 and 13+76.83, respectively, and your main line at Highway Station 13+90.

Provisions call for the contractor to protect your company's tracks, facilities or any communication lines and appurtenances thereof and also that he carry railroad protective and liability insurance.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

JMB:ia

cc: Mr. W. H. Jackle
Chief Engr., S.P.R.R. Co.
G. S. Paxson
J. W. DeSouza

NOTED
G. S. PAXSON

RECEIVED
JAN 20 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 14 1958
FOR FILING

FORM 130-X-12½M—8-55—08209

[illegible]
5895

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 13, 1958
Salem Office

SUBJECT: Pux 214-8th Street G-Xing
Medford - S.P. Co.

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

NOTED
W. C. WILLIAMS

Herewith I hand you duplicate counterparts of agreement with Southern Pacific Company relative to grade crossing of the tracks of Southern Pacific Company on the 8th Street Grade Crossing on the one-way couplet in the City of Medford. This is located on the Elm Street-Front Street project on the Medford-Provolt Highway.

After execution by the Highway Commission, please return both copies direct to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams ✓
Mr. Forrest Cooper
Mr. L. I. Lindas

RECEIVED
JAN 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 15 1958

January 13, 1958

Mr. W. M. Jaekle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. J. A. Holmes

Re: Pux 214-8th Street G-Xing-Medford
S.P. Co.

Dear Sir:

Receipt is acknowledged of your letter of the 10th, your file 91116/323, transmitting duplicate counterparts of proposed agreement on the above titled project.

It is noted that the agreement provides that the Highway Commission shall make payment to you for the signal work to be done by Southern Pacific Company. This is contrary to the order of the Public Utilities Commissioner. That order provides that reimbursement shall be made by the City of Medford. However, this probably is not controlling as paragraph 1, on page 1, provides that the agreement is made subject and subordinate to all valid orders issued by the Public Utilities Commissioner of Oregon affecting the construction and maintenance of the highway, and I assume that this qualification will prevail regardless of departures therefrom in the agreement. If, however, bills for the signal installation are sent to the Highway Commission, these costs should be billed separately from other reimbursements which definitely are to be made by the Highway Commission.

Paragraph 7, on page 3, provides that upon construction of the highway the State shall maintain the highway. This is contrary to the portion of the order which provides that after construction of the crossing Southern Pacific Company shall, at its own expense, maintain its track and roadbed and that portion of the roadway surfacing lying between the rails and for a distance of 18 inches outside thereof. Again I assume that the qualification in paragraph 1 of the agreement shall be considered subordinate to the order of the Public Utilities Commissioner.

The third paragraph on Exhibit "A" refers to the construction of an overhead structure. We have corrected this to read "grade crossing" in order to conform to the true facts.

Subject to the qualifications herein stated, the agreement will go to the Highway Commission for execution at its next meeting to be held on January 16 and 17.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison
Mr. F. D. Morgan

RECEIVED
JAN 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Order #35584

BEFORE THE PUBLIC UTILITY COMMISSIONER
OF OREGON

F-2578

RECEIVED
[illegible] 1957
LEGAL DEPT.

In the Matter of the Application of the City of Medford, Oregon, for authority to construct a crossing at grade with the tracks and right of way of Southern Pacific Company at Eighth Street, if extended, in the City of Medford, in Jackson County, in Section 30, Township 37 South, Range 1 West of the Willamette Meridian, and to relocate signal at Main Street Crossing in said City.)

ORDER

The above entitled matter was duly heard on Wednesday, June 26, 1957, at 9:00 A.M., in the City Hall, Medford, Oregon, before C. E. Jaqua and Wayne Straw, Utility Engineers, representing the Commissioner. The following appearances are of record herein:

E. R. Bashaw, City Attorney, Medford, Oregon
Representing City of Medford;

Edwin L. Graham, Attorney, Portland, Oregon
James C. Ingwersen, Attorney, Portland, Oregon
Representing Southern Pacific Company.

On May 8, 1957, the City of Medford, hereinafter referred to as Applicant, applied for authority to construct a crossing at grade by an extension of Eighth Street across the tracks and right of way of Southern Pacific Company, hereinafter referred to as Railroad.

On May 21, 1957, Applicant filed an amendment to its application by rewording Paragraph 8 thereof in such a manner as to provide for the removal and reinstallation of a traffic signal now in place at the

Main Street crossing of the tracks and right of way of Railroad.

The proposed crossing at Eighth Street and the reinstallation of the signal at the Main Street crossing were requested to permit a rerouting of heavy east and west traffic through the city and arrangement of main traffic arteries in such a manner as to provide for one-way traffic in each direction.

Applicant proposed that the costs of installation of signals at the Eighth Street crossing be borne equally by Applicant and Railroad; that Railroad also bear costs of construction and maintenance of that part of the crossing within its track area, together with costs of maintenance of the signals. Applicant further proposed that the costs of relocation of the signal at the Main Street crossing be borne equally by Applicant and Railroad.

Railroad's answer does not oppose an order granting the application and amendment thereto provided the entire costs of moving and reinstalling the signal at the Main Street crossing and of constructing, protecting and maintaining Eighth Street crossing be borne by Applicant, except that Railroad will, as is customary, maintain its track area and such protective devices as are installed at the crossings.

By letter, Applicant stated it would not make formal reply to answer of Railroad but would raise issue of division of costs of signalization.

Oregon State Highway Commission, in its answer, stated no objection to proper order granting the proposed crossing at Eighth Street which is not under its jurisdiction, but stated that Main Street has been adopted as a connecting route for highway traffic through the City, and if Main Street is made a one-way street for westbound traffic, the existing signal should be moved as set out in the amendment to the application.

After due notice, the matter was set down for hearing at the time and place mentioned herein. The hearing convened, evidence was adduced, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

The city is bisected by Railroad's tracks and right of way, and increased facilities for east-west traffic movements are necessary to the continued development, growth and prosperity of the city and the surrounding area.

The crossing will be a portion of the proposed one-way traffic artery extending from west of the Medford city limits through the city, across Bear Creek to a connection with East Main Street, and will carry eastbound traffic. The present Main Street, which is also the Medford-Provolt Secondary Highway parallels the adjacent eastbound artery, and will carry the westbound traffic.

Main Street crossing is occupied by three tracks--spur, passing and main, the main track being protected by two Commissioner's Standard No. 2 flashing light signals, with appropriate street lighting at the crossing, and is known as No. C-441.7 in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Main Street at present carries an average annual daily traffic of 12,000 vehicles at the location of the railroad crossing, and because of the comparatively narrow street width and the congestion adjacent to the railroad tracks on Front Street, numerous and objectionable delays are being encountered which hinder traffic and add to the hazard of the crossing. These conditions will be materially remedied by routing the traffic in one direction only, with one of the signals reinstalled at the proper location and with the circuits of both signals being tied in to the passing and spur tracks for the maximum protection at the crossing.

Based upon present traffic conditions in the City of Medford, the proposed Eighth Street crossing will carry an average annual daily traffic eastbound of 7,000 cars immediately after completion, and annual yearly increases are expected.

To negotiate the proposed crossing, it will be necessary for vehicles to cross four tracks of Railroad. The tracks, which are approximately 63 feet in width between the outside tracks, are designated as follows, from west to east: A back-track or team track used for loading and unloading cars, a yard track known as a run-around track, a passing track, and a main track.

Rail movements over the four tracks comprising the crossing will average 50 per day, and reach a total of 150 per day during the busy fruit shipping season. These rail movements consisting entirely at present of freight and switching movements, will be conducted at comparatively slow speeds during the hours of daylight and darkness, using standard railroad equipment consisting mostly of box and refrigerator cars.

The proposed street will be 40 feet in width between curbs, and will cross the tracks at approximately right angles and on a comparatively level grade.

The vision of approaching trains by persons or from vehicles travelling the street is limited by buildings on the west side to the extent that from a point on the street 500 feet west from the main track, the view is unobstructed for a distance of 69 feet along the main track; from a point 50 feet west from the main track, the maximum length of vision along the passing track is 76.6 feet. Vision of approaching trains from the center of Front Street, which is approximately 125 feet east of the main track, is at present adequate and generally open.

Because of the necessary costs involved, estimated between $790,000.00 and $1,188,000.00, the construction of a grade separation structure is impractical.

Two Commissioner's Standard No. 2 flashing light signals at proper locations are necessary for protection of vehicular movements across Eighth Street crossing. The installation of the signals should be at the expense of Applicant, and Railroad should be required to maintain the signals after their installation.

From the foregoing, it is concluded that the construction of a crossing at the proposed location would relieve the existing congested traffic conditions at Main Street, and would be of material benefit to Applicant.

It is further concluded that a public crossing at the proposed location would further hamper and inconvenience Railroad's switching operations, and would be of no benefit to Railroad.

It is further concluded that because of the anticipated volume of rail and vehicle movements and the resulting conflict, protection should be afforded users of the highway by the installation of flashing light signals and adequate nighttime illumination at the expense of Applicant.

It is further concluded that a crossing at the proposed location, with the installation of automatic signals, would be in the public interest, and the application should be granted.

It is further concluded that Applicant should bear the costs of constructing the crossing except that Railroad should bear the costs of providing material and necessary work to improve its facilities for that portion of the crossing within its track area; thereafter Railroad should maintain its track area, with the remainder of the crossing being maintained by Applicant.

It is further concluded that when and if Main Street is designated as a one-way street, Applicant should be required to pay for the costs of removal of the signal at one location and reinstallation thereof at an appropriate location facing traffic on the left, and Railroad should thereafter maintain said signal. It is therefore

ORDERED that the application of the City of Medford, Oregon, for authority to construct a crossing at grade with the tracks and right of way of Southern Pacific Company at Eighth Street, if extended, in the City of Medford, in Jackson County, in Section 30, Township 37 South, Range 1 West of the Willamette Meridian, and to relocate automatic signal at Main Street crossing in said City of Medford, is granted; and it is further

ORDERED that the crossing at Eighth Street be constructed in a good and workmanlike manner, and in conformity as to location, grade and angle of crossing with plans and profiles submitted with the application and by this reference made a part hereof; and it is further

ORDERED that the crossing be surfaced for the full width of the roadway, and that steel guard rails be installed in such a manner as to contain the surfacing material between the rails of each track, provide a flangeway for rail operation, and make a good, safe and level crossing; and it is further

ORDERED that Southern Pacific Company shall, at its own expense, prepare its track and roadbed for the construction of the roadway by the installation of creosoted or treated ties where necessary, and by the installation of steel guard rails with flangeways as above set out; and it is further

ORDERED that, subject to reimbursement by the City of Medford, Southern Pacific Company shall acquire and install at Eighth Street crossing, two Commissioner's Standard No. 2 flashing light signals, said signals to be installed at proper locations on the west side of the westernmost track and operated through track circuits in such a manner as will provide a warning of not less than 20 seconds before the approach of a train on any track within the crossing area; and it is further

ORDERED that the City of Medford shall bear all other costs necessary to the construction of the crossing and, in addition thereto shall, at its own expense, acquire and install two 16,000 lumen capacity luminaires at such locations as will provide the most desirable illumination of the crossing; and it is further

ORDERED that after construction of the Eighth Street crossing, Southern Pacific Company shall, at its own expense, maintain its track and roadbed, that portion of the roadway surfacing lying between the rails and for a distance of 18 inches outside thereof and the flashing light signals, and the City of Medford shall, at its own expense, maintain the crossing other than the track area, together with the lighting facilities providing illumination for the crossing; and it is further

ORDERED that after completion of the Eighth Street crossing, Southern Pacific Company shall, subject to reimbursement by the City of Medford, remove the flashing light signal now in place in the southwest quadrant of Crossing C-441.7 at Main Street and reinstall said signal at a proper location in advance of traffic; and it is further

ORDERED that before flashing light signals are installed and reinstalled a track diagram, together with data descriptive of the signal operation, be furnished to the Public Utility Commissioner for his approval; and it is further

ORDERED that the designation C-441.6 be assigned to the Eighth Street Crossing and the designation C-441.7 be retained at the Main Street Crossing for purposes of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 27th day of September, 1957.

HOWARD MORGAN

Public Utility Commissioner

(OFFICIAL SEAL)

RECEIVED

FOR

FORM E-30X—25M—6-55—58208

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 30, 1957
Salem Office

SUBJECT: Pux 214-8th Street G-Xing
Medford - S. P. Co.
Jackson County

To:
Mr. W. C. Williams
Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. W. W. Stiffler
Mr. E. A. Collier (2)
Mr. Tom Edwards (3)
Mr. Frank Morgan
Mr. Leonard I. Lindas

Herewith I hand you copy of Order No. 35584, issued by the Public Utilities Commissioner under date of September 27, 1957, relative to the above project. It should be noted that the entire cost of the installation and moving of the signals is placed upon the City of Medford.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

NOTED

RECEIVED
SEP 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Order #35584

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

F-2578

In the Matter of the Application of the City of Medford, Oregon, for authority to construct a crossing at grade with the tracks and right of way of Southern Pacific Company at Eighth Street, if extended, in the City of Medford, in Jackson County, in Section 30, Township 37 South, Range 1 West of the Willamette Meridian, and to relocate signal at Main Street Crossing in said City.	ORDER

The above entitled matter was duly heard on Wednesday, June 26, 1957, at 9:00 A.M., in the City Hall, Medford, Oregon, before C. E. Jaqua and Wayne Straw, Utility Engineers, representing the Commissioner. The following appearances are of record herein:

E. R. Bashaw, City Attorney, Medford, Oregon
Representing City of Medford;

Edwin L. Graham, Attorney, Portland, Oregon
James C. Ingwersen, Attorney, Portland, Oregon
Representing Southern Pacific Company.

On May 8, 1957, the City of Medford, hereinafter referred to as Applicant, applied for authority to construct a crossing at grade by an extension of Eighth Street across the tracks and right of way of Southern Pacific Company, hereinafter referred to as Railroad.

On May 21, 1957, Applicant filed an amendment to its application by rewording Paragraph 8 thereof in such a manner as to provide for the removal and reinstallation of a traffic signal now in place at the

Main Street crossing of the tracks and right of way of Railroad.

The proposed crossing at Eighth Street and the reinstallation of the signal at the Main Street crossing were requested to permit a rerouting of heavy east and west traffic through the city and arrangement of main traffic arteries in such a manner as to provide for one-way traffic in each direction.

Applicant proposed that the costs of installation of signals at the Eighth Street crossing be borne equally by Applicant and Railroad; that Railroad also bear costs of construction and maintenance of that part of the crossing within its track area, together with costs of maintenance of the signals. Applicant further proposed that the costs of relocation of the signal at the Main Street crossing be borne equally by Applicant and Railroad.

Railroad's answer does not oppose an order granting the application and amendment thereto provided the entire costs of moving and reinstalling the signal at the Main Street crossing and of constructing, protecting and maintaining Eighth Street crossing be borne by Applicant, except that Railroad will, as is customary, maintain its track area and such protective devices as are installed at the crossings.

By letter, Applicant stated it would not make formal reply to answer of Railroad but would raise issue of division of costs of signalization.

Oregon State Highway Commission, in its answer, stated no objection to proper order granting the proposed crossing at Eighth Street which is not under its jurisdiction, but stated that Main Street has been adopted as a connecting route for highway traffic through the City, and if Main Street is made a one-way street for westbound traffic, the existing signal should be moved as set out in the amendment to the application.

After due notice, the matter was set down for hearing at the time and place mentioned herein. The hearing convened, evidence was adduced, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

The city is bisected by Railroad's tracks and right of way, and increased facilities for east-west traffic movements are necessary to the continued development, growth and prosperity of the city and the surrounding area.

The crossing will be a portion of the proposed one-way traffic artery extending from west of the Medford city limits through the city, across Bear Creek to a connection with East Main Street, and will carry eastbound traffic. The present Main Street, which is also the Medford-Provolt Secondary Highway parallels the adjacent eastbound artery, and will carry the westbound traffic.

Main Street crossing is occupied by three tracks--spur, passing and main, the main track being protected by two Commissioner's Standard No. 2 flashing light signals, with appropriate street lighting at the crossing, and is known as No. C-441.7 in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Main Street at present carries an average annual daily traffic of 12,000 vehicles at the location of the railroad crossing, and because of the comparatively narrow street width and the congestion adjacent to the railroad tracks on Front Street, numerous and objectionable delays are being encountered which hinder traffic and add to the hazard of the crossing. These conditions will be materially remedied by routing the traffic in one direction only, with one of the signals reinstalled at the proper location and with the circuits of both signals being tied in to the passing and spur tracks for the maximum protection at the crossing.

Based upon present traffic conditions in the City of Medford, the proposed Eighth Street crossing will carry an average annual daily traffic eastbound of 7,000 cars immediately after completion, and annual yearly increases are expected.

To negotiate the proposed crossing, it will be necessary for vehicles to cross four tracks of Railroad. The tracks, which are approximately 63 feet in width between the outside tracks, are designated as follows, from west to east: A back-track or team track used for loading and unloading cars, a yard track known as a run-around track, a passing track, and a main track.

Rail movements over the four tracks comprising the crossing will average 50 per day, and reach a total of 150 per day during the busy fruit shipping season. These rail movements consisting entirely at present of freight and switching movements, will be conducted at comparatively slow speeds during the hours of daylight and darkness, using standard railroad equipment consisting mostly of box and refrigerator cars.

The proposed street will be 40 feet in width between curbs, and will cross the tracks at approximately right angles and on a comparatively level grade.

The vision of approaching trains by persons or from vehicles travelling the street is limited by buildings on the west side to the extent that from a point on the street 500 feet west from the main track, the view is unobstructed for a distance of 69 feet along the main track; from a point 50 feet west from the main track, the maximum length of vision along the passing track is 76.6 feet. Vision of approaching trains from the center of Front Street, which is approximately 125 feet east of the main track, is at present adequate and generally open.

Because of the necessary costs involved, estimated between $790,000.00 and $1,188,000.00, the construction of a grade separation structure is impractical.

Two Commissioner's Standard No. 2 flashing light signals at proper locations are necessary for protection of vehicular movements across Eighth Street crossing. The installation of the signals should be at the expense of Applicant, and Railroad should be required to maintain the signals after their installation.

From the foregoing, it is concluded that the construction of a crossing at the proposed location would relieve the existing congested traffic conditions at Main Street, and would be of material benefit to Applicant.

It is further concluded that a public crossing at the proposed location would further hamper and inconvenience Railroad's switching operations, and would be of no benefit to Railroad.

It is further concluded that because of the anticipated volume of rail and vehicle movements and the resulting conflict, protection should be afforded users of the highway by the installation of flashing light signals and adequate nighttime illumination at the expense of Applicant.

It is further concluded that a crossing at the proposed location, with the installation of automatic signals, would be in the public interest, and the application should be granted.

It is further concluded that Applicant should bear the costs of constructing the crossing except that Railroad should bear the costs of providing material and necessary work to improve its facilities for that portion of the crossing within its track area; thereafter Railroad should maintain its track area, with the remainder of the crossing being maintained by Applicant.

It is further concluded that when and if Main Street is designated as a one-way street, Applicant should be required to pay for the costs of removal of the signal at one location and reinstallation thereof at an appropriate location facing traffic on the left, and Railroad should thereafter maintain said signal. It is therefore

ORDERED that the application of the City of Medford, Oregon, for authority to construct a crossing at grade with the tracks and right of way of Southern Pacific Company at Eighth Street, if extended, in the City of Medford, in Jackson County, in Section 30, Township 37 South, Range 1 West of the Willamette Meridian, and to relocate automatic signal at Main Street crossing in said City of Medford, is granted; and it is further

ORDERED that the crossing at Eighth Street be constructed in a good and workmanlike manner, and in conformity as to location, grade and angle of crossing with plans and profiles submitted with the application and by this reference made a part hereof; and it is further

ORDERED that the crossing be surfaced for the full width of the roadway, and that steel guard rails be installed in such a manner as to contain the surfacing material between the rails of each track, provide a flangeway for rail operation, and make a good, safe and level crossing; and it is further

ORDERED that Southern Pacific Company shall, at its own expense, prepare its track and roadbed for the construction of the roadway by the installation of creosoted or treated ties where necessary, and by the installation of steel guard rails with flangeways as above set out; and it is further

ORDERED that, subject to reimbursement by the City of Medford, Southern Pacific Company shall acquire and install at Eighth Street crossing, two Commissioner's Standard No. 2 flashing light signals, said signals to be installed at proper locations on the west side of the westernmost track and operated through track circuits in such a manner as will provide a warning of not less than 20 seconds before the approach of a train on any track within the crossing area; and it is further

ORDERED that the City of Medford shall bear all other costs necessary to the construction of the crossing and, in addition thereto shall, at its own expense, acquire and install two 16,000 lumen capacity luminaires at such locations as will provide the most desirable illumination of the crossing; and it is further

ORDERED that after construction of the Eighth Street crossing, Southern Pacific Company shall, at its own expense, maintain its track and roadbed, that portion of the roadway surfacing lying between the rails and for a distance of 18 inches outside thereof and the flashing light signals, and the City of Medford shall, at its own expense, maintain the crossing other than the track area, together with the lighting facilities providing illumination for the crossing; and it is further

ORDERED that after completion of the Eighth Street crossing, Southern Pacific Company shall, subject to reimbursement by the City of Medford, remove the flashing light signal now in place in the southwest quadrant of Crossing C-441.7 at Main Street and reinstall said signal at a proper location in advance of traffic; and it is further

ORDERED that before flashing light signals are installed and reinstalled a track diagram, together with data descriptive of the signal operation, be furnished to the Public Utility Commissioner for his approval; and it is further

ORDERED that the designation C-441.6 be assigned to the Eighth Street Crossing and the designation C-441.7 be retained at the Main Street Crossing for purposes of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 27th day of September, 1957.

HOWARD MORGAN

Public Utility Commissioner

(OFFICIAL SEAL)

RECEIVED
JUL 5 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1957

SUBJECT: PUC Hearing Re: Grade Crossing
8th Street at SP Tracks
Medford

To: G. S. Paxson
Asst. State Highway Engineer
Office

I did, on June 26, last, attend a PUC hearing in Medford having to do with the subject location. My sole purpose in attending was to serve as a witness for the City and at their request.

The Counsel for the City called Messrs. Robert Duff, City Superintendent; Vernon Thorpe, Director of Public Works; a representative of the Medford Chamber of Commerce; and myself as witnesses. My testimony was confined to traffic volume expectancies with the projected Main-8th Street city-street couplet in operation, and the percentage of long-haul highway traffic involved which I quoted as amounting to only three to four percent. I was cross-questioned as to relative crossing hazards as between the situation of the present two-way traffic on Main Street as compared to that as will prevail with the Main-8th Street one-way couplet. When questioned by Mr. Graham, Counsel for Southern Pacific, the question was put to me as to whether or not Main Streets, present highway route, were restricted to one-way traffic if the Highway Commission would not have to make some adjustment in highway routings, and I had to admit that some adjustment would undoubtedly have to be made, and that the most likely solution would be designation of the Main-8th Street one-way couplet as the route of the Medford-Provolt Secondary Highway.

In general, testimony by the witnesses of Southern Pacific Company was that the Southern Pacific was raising no objections to establishment of the grade crossing, however, they did not feel obligated to stand any part of the expense of adjustment of existing, or installation of new, railroad crossing signals. Conversely, of course, the City testified that such costs should be shared on a 50-50 proposition as between the City and the railroad company.

Mr. Frank Bartlett, in his testimony indicated the estimated total cost for installation of signals at 8th Street and adjustment of existing signals at Main Street amounted to $13,855.

My own conjecture is that the PUC will grant the opening of the grade crossing, however, that the City will be required to pay 100% of the cost of installation and adjustment of signals.

RECEIVED
JUL 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

F. B. Crandall
Traffic Engineer

NOTED
G. S. PAXSON

FBC:njs
cc: J. W. DeSouza

FORM 2-133X 37½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1957
FOR FILING

June 10, 1957

Mr. E. R. Bashaw
City Attorney
Medford, Oregon

Re: Pux 214-Eighth Street Grade Crossing
Medford - S.P. Co.

Dear Mr. Bashaw:

Reference is made to your letter of May 28, 1957, with regard to procedure in the above titled matter.

Thursday I filed the answer of the State Highway Commission to the petition of the City of Medford, a copy of which no doubt will reach you in due course.

Your letter of the 28th was referred to Mr. G. S. Paxson, Assistant State Highway Engineer, and I have been advised by him that the hearing before the Public Utilities Commissioner should proceed in accordance with the petition. The State Highway Commission should be kept out of the picture as far as possible as there will be no participation in the proposed project, involving the improvement of Eighth Street, until and unless the installation of the crossing and the proposed signals are authorized by the Public Utilities Commissioner. If the installation of the signals is approved as a part of an Urban Federal Aid Project, the maximum cooperation which can be secured from Federal funds will be limited to 10 per cent as no important grade crossing will be eliminated. Roughly, the cost of the installation of the signals and the moving of the existing signal on Main Street is estimated at $22,000.

The Public Utilities Commissioner has no jurisdiction over right of way matters and I assume that if the offer of the railroad is not accepted, it will be necessary for the City of Medford to establish Eighth Street as a public street across the railroad right of way under City Charter provisions. It is my opinion that in all likelihood Southern Pacific Company holds only an easement to the railroad right of way as indicated by Senate Joint Resolution No. 16, adopted in October 1868, a copy of which is attached hereto. So far I have been unable to definitely locate the Act of Congress of the United States, approved July 25, 1866, but feel certain that this Act only granted an easement and not a fee simple title. With reference to the compensation to which the railroad should be entitled for an easement across its right of way, I call your attention to the case of Franklin County v. Missouri Pacific Railway Company 4 ALR, 133, and the annotation following the opinion.

NOTED
G. S. PAXSON

Regarding the hearing before the Public Utilities Commissioner and as justification for requesting 50 per cent cooperation from the Railroad Company, I call your attention to the cases of Atchison, T. & S.F.R. Co. v. Public Utilities Com., 346 US 346, 98 L. ed.; and Southern Pacific Co. v. Public Utilities Com., 346 US 346, 98 L. ed. 51. In order to bring the City's case within the purview of those decisions, I would suggest that you be prepared to present evidence regarding the greatly increased population of the metropolitan area during the past many years and also the increase in taxable values so as to make a showing that the installation of a new crossing has been made necessary by local conditions. I am advised that only about 3 per cent of the traffic across the existing crossing on Main Street is through highway traffic so that the installation of the one-way couplet has not been made necessary or desirable by the needs or demands of through highway traffic. If you so desire, I will attend the hearing and be prepared to have a witness to testify to such effect.

If there is any further service which I can be to you, please let me know; and, in any event, I would appreciate your comments on the suggestions herein made.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson ✓
Mr. Leonard I. Lindas

RECEIVED
JUN 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

SENATE JOINT RESOLUTION NO. 16

Relating to the railroad land grant from the Central Pacific Railroad in California to Portland, Oregon.

WHEREAS, the Congress of the United States, by an act approved July 25, 1866, entitled "an act granting land to aid in the construction of a railroad and telegraph from the Central Pacific Railroad to Portland, in Oregon," would grant certain lands in the State of Oregon, and confer certain benefits and privileges upon such company, organized under the laws of Oregon, as the legislature of such state should thereafter designate; and

WHEREAS, the legislative assembly of Oregon, at it's fourth regular session, did adopt a joint resolution, known as "House Joint Resolution No. 13," designating in terms the Oregon Central Railroad Company as the company entitled to receive the land granted by, and all the benefits and privileges of, the said act of congress; and

WHEREAS, at the time of the adoption of the said joint resolution as aforesaid, no such company as the Oregon Central Railroad Company was organized or in existence, and the said joint resolution was adopted under a misapprehension of facts as to the organization and existence of such company; and

WHEREAS, the designation of the company to receive the lands in the State of Oregon granted, and the benefits and privileges conferred by the said act of congress, yet remains to be made;

BE IT RESOLVED BY THE SENATE, THE HOUSE CONCURRING; That the Oregon Central Railroad Company, a corporation organized in Salem on the twenty-second (22) day of April, in the year One Thousand Eight Hundred and Sixty-seven (1867), under and pursuant to the laws of the State of Oregon, be and the same is hereby designated as the company entitled to receive the lands in Oregon, and the benefits and privileges conferred by the said act of congress.

Adopted by the House, October 20, 1868.

JOHN WHITEAKER
Speaker of the House of Representatives

Adopted by the Senate, October 17, 1868.

B. F. BURCH
President of the Senate.

F-183(12) Forest Grove-Cornelius Unit, 1958
Forest Grove-Hillsboro Sec.
#5096 (Grad., Pav. & Shoulder Oil.)

12-11-157
10-18-957

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)

May 20, 1959

F 183 (12)		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5096	13 Final	Warren Northwest Inc.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
11683	H244867	$ 7,541.35 5/20/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: [illegible] 120 workdays from Mar. 1, 1958

Time Extensions: None of record

Completion Date: February 2, 1959

Date Accepted: March 5, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: May 21, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed:

MAY 21 1959 GC

NOTED ON CARD

LC

A

RECEIVED
MAY 6 - 1959

FOR FILING

[illegible]

[illegible]

May 5, 1959

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.,
803 Title & Trust Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5096 for work performed on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County, was completed by the contractor, Warren Northwest, Inc., on February 2, 1959, and was formally accepted by the Highway Commission on March 5, 1959.

Final payment in the amount of $7,541.35 will be released to the contractor on or after May 15, 1959. The total contract amount is $258,235.75, of which amount $2,148.19 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bone furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Federal Insurance Company
Bonding Department
320 California Street
San Francisco 4, California

RECEIVED
MAY _ - 1959
FOR FILING

F-183 (12)

5096

May 1, 1959

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Completion - Roadside Improvement
Forest Grove-Cornelius Unit
Forest Grove-Hillsboro Section
Tualatin Valley Highway
Contract No. 5096, F.A.P. No. F-183(12)

Dear Sir:

There will be no expenditure of funds authorized for roadside improvement work on the subject job.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Staff Engineer

Bc Mr. M. H. Astrup

Form E-1-

F-183 (12)
5096

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OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Forest Grove - Cornelius Unit
Forest Grove - Hillsboro

For Week Ending February 20, 1959

Highway Tualatin Valley County Washington

Kind of work Grading and Paving

Contractor Warren Northwest Inc.

Section prefix 34-1005

Date of contract January 17, 1958

Contract number 5096

Date work started January 21, 1958

Specified work days 120

Work days used 93

Project authorization $302,917.05
Exclusive of engineering $281,376.28

Per cent of time elapsed 77.5 %

Estimated cost of completed project, exclusive of engineering $288,246.85

Estimated per cent overrun or underrun overrun 2.27 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $21,540.77

Engineering cost to date $25,664.94, 119.15 %

Date project was completed February 2, 1959

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final submitted to Division Office February 19, 1959.

Noted
M. N. Juve

CONSTRUCTION DIVISION
RECEIVED
FEB 24 1959
NOTED-- ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE

Signed

Address P.O.Box 154, Hillsboro, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.834	1.834			1.834
Miles partially completed					
Miles completed	1.834	1.834			1. 834
Total estimated quantities (contract)	24,000	36,900			9,800
Total quantities corrected to date	23,067	37,548			11,194
Estimated quantities moved or placed to date	23,067	37,548			11,194
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Rain		
Friday	Cloudy		
Saturday			

A

RECEIVED
EB 17 1959
FOR FILING

S-183(12)

5096

Feb. 16, 1959

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Warren Northwest, Inc., a portion of the funds heretofore retained by the Commission on Contract No. 5096, for grading and paving on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County.

This payment, in the amount of $15,221.17, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,753.43. The present payment will be released on or after Feb. 26, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
om

RECEIVED
FEB 6 1959
FOR FILING

F-183(12)

5096

A

February 5, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advice you that work was completed on February 2, 1959, on Contract No. 5096, Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section, in Washington County, in connection with Federal Aid Project No. F-183(12).

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swenson

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FOR FILING

E 713 (1-2)

5716

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section Forest Grove-Cornelius Highway Tualatin Valley

County Washington MP ______ to MP ______ Contractor Warren Northwest

Resident Engineer J. Cochell Inspector ______

Date Completed September, 1958 Date Reported January 19, 1959

Type and Thickness of Wearing Surface 3½" B A. C. ____ Oil Mat ______ Seal.

N, S, (E,) W from MP or Sta. ______
Filbert Street

Mile	Wheel Count	Outside Lane Roughness Total	Outside Lane Roughness Per Mile	Inside Lane Test Run On Total ~~Top~~	Inside Lane Test Run On Per ~~Base~~	Inside Lane Test Run On Mi. ~~Seal~~
1	750	95	95	92	92	
2	1500					
3	2250					
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile Outside Lane 95"

Average Roughness Per Mile Inside Lane 92"

N, S, E, (W) from MP or Sta. ______
Mt. View Lane

Mile	Wheel Count	Outside Lane Roughness Total	Outside Lane Roughness Per Mile	Inside Lane Test Run On ~~Top~~	Inside Lane Test Run On Total ~~Base~~	Inside Lane Test Run On Per Mi ~~Seal~~
.8 1	750	68 -	85		76-	95
2	1500					
3	2250					
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile Outside Lane 85"

Average Roughness Per Mile Inside Lane 95"

Remarks: ______

To 75	-	Good
75-100	-	Fair
Over 100	-	Poor

CC:
- Deputy Highway Engineer
- Construction Engineer
- Division Engineer
- Resident Engineer
- Laboratory
- Bureau of Public Roads

Mel Jacobsen
Operator

RECEIVED
JAN 26 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

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JAN [illegible] 59
FOR FILING

FORM E-30X—87,800—8-57—1477

F-183(12)

5096

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 14th, 1959

SUBJECT: Forest Grove-Cornelius Section

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Reference is made to the attached letter from Mr. Forrest Cooper, regarding replacement of a property corner of Mr. D. H. Courtney on the above subject project.

Please be advised that this property corner has been replaced.

A. E. Johnson
Eaw

A. E. JOHNSON
Assistant Division Engineer

AEJ:w

cc: Forrest Cooper ✓
James Cochell

NOTED
FORREST COOPER

RECEIVED
JAN 15 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 12 1959
FOR FILING

F-183(12)

5096

January 12, 1959

Mr. D. H. Courtney
2317 - 19th Avenue
Forest Grove, Oregon

1082

Dear Mr. Courtney:

Your letter concerning the destruction of your property corner stake on the Forest Grove-Cornelius Section construction project has been referred to this office for action.

During the construction of the above project, a concrete dual driveway was constructed over a common property line between you and your neighbor. During the construction of this driveway, your property corner was inadvertently destroyed. We will replace the destroyed property marker in the near future.

We are indeed sorry that this corner marker was not replaced at an earlier date and thank you for calling it to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. A. G. Skelton

Mr. Skelton: Please see that this corner is replaced.

FBK:fp fn

RED TO
Cooper
State Highway Engineer

PLEASE RETURN TO
FORREST COOPER

[illegible]

RECEIVED
NOV 26 1958
FOR FILING

F-183 (12)

[illegible]

November 25, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering revision of jiggle bars (asphaltic concrete traffic markers) on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County, Contract No. 5096, in connection with Federal Aid Project No. F-183(12).

Asphaltic concrete traffic markers were constructed according to plan. Revision is necessary between Stations 211+75 and 217+65 to allow a left turn safety lane for the Carlton Nursery.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
NOV 14 1958
FOR FILING
F-183(12)

November 13, 1958

1004

Bush & Bradley
Attorneys at Law
122 North Third
Hillsboro, Oregon

Attention Mr. Carrell F. Bradley

Gentlemen:

Your letter concerning the request of E. F. Burlingham and Sons, 1936 19th Avenue, Forest Grove, Oregon, that we make certain changes in the curb installation fronting his property has been forwarded to this office for appropriate action.

Our Assistant Division Engineer Mr. A. E. Johnson informs us that he met with Mr. Burlingham and Mr. Mel Gardner, City Manager of Forest Grove, subsequent to the date of your letter and reached an amicable solution whereby the State Highway Department would instruct the contractor on the Forest Grove-Cornelius Section to cut back the outer curb approximately 15 feet and thereby provide a tapered entrance. This work has since been completed.

At the warehouse mentioned in your letter located on the north side of 19th Avenue, there was no existing driveway prior to our construction work in the area. Mr. Burlingham has loaded and unloaded his trucks by backing them over the old curb and by backing across the existing sidewalk. This sidewalk shows marked signs of failure. Mr. Burlingham was advised that our obligation for this project provided only for the replacement of existing driveways. However, it was agreed between the State, the City of Forest Grove, and Mr. Burlingham that a driveway would be constructed here by Mr. Burlingham at his sole expense.

Thank you for calling this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

(Construction) me

cc Mr. M. O. Gardner
E. F. Burlingham & Sons
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. O. Skelton

TELEPHONE MIDWAY 8-3146

BUSH & BRADLEY
ATTORNEYS AT LAW
PROFESSIONAL BLDG. - 122 NORTH THIRD
HILLSBORO, OREGON

NEAL W. BUSH
CARRELL F. BRADLEY
HARRY F. ELLIOTT

October 27, 1958

[illegible]
FORREST COOPER

State Highway Department
c/o Yankee Trader
24845 S. W. Tualatin Valley Highway
Hillsboro, Oregon

Attention: Resident Engineer Cochell

Gentlemen:

I am writing to you as attorney for E. F. Burlingham & Sons located at 1936 19th Avenue, Forest Grove, Oregon. Recently the Highway Department improved the street and put up curbs on both sides. It is our understanding that the street will become one-way traffic east bound.

My clients have property on both sides of 19th Avenue. The main office located at the above address was remodeled a few years ago at heavy expense and a parking area in front of the building on company property was paved for the use of the company and its customers. The curbing recently installed by the contractor for the State at this address is located in such a way that a vehicle desiring to turn in to the office parking space must make a sharp 90° turn. Because the street is one-way and because the curb is located as it is, the turn is impossible and this in effect results in the elimination of at least one parking place. The difficulty can be very easily corrected by moving the curb back six or eight feet and constructing an apron for the approach by vehicles.

On the north side of 19th Avenue, one block east from the E. F. Burlingham & Sons office is located a warehouse used almost daily by the company. The building is set

C O P Y

back several feet from the street. For years trucks have backed up to the warehouse for loading and unloading. The contractor, however, has now installed a curb in front of this building so this approach cannot now be made. This difficulty can also be easily eliminated by installing a driveway or by the elimination of the curb for sufficient distance to allow the trucks to back in to the warehouse.

I would appreciate it very much if you would look into these matters and take whatever steps are necessary to correct them.

May I hear from you.

Very truly yours,

BUSH & BRADLEY

Carrell F. Bradley

Carrell F. Bradley

CFB:cp

cc E. F. Burlingham & Sons
Forest Grove, Oregon

Mr. Mel Gardner
City Manager
Forest Grove, Oregon

State Highway Engineer
Salem
Oregon

RECEIVED
OCT 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 28 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 12 1958
FOR FILING
F-183

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 10, 1958

Mr. [illegible] Polk, Division Engineer
U. S. Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Forest Grove-Cornelius Section
Tualatin Valley Highway
Washington County
FA -F-183 (11)
Your File No. 08-35.7

Dear Mr. Polk:

In answer to your inquiry of October 15 relative to fencing allowance on property covered by File No. 26531, we enclose herewith a copy of the reply received from Appraiser Harold F. Meyer.

I am sorry that this reply is so slow in reaching you, but Mr. Meyer misplaced our original letter.

Very truly yours,

L. L. PORTER
Right of Way Engineer

LLP:zr

cc Mr. W. C. Williams ✓
Mr. L. I. Lindas

Enclosure

RECEIVED
NOV 12 1958
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
NOV 12 1958
FOR FILING
F-183 (12)
5096

November 7, 1958

Mr. Wayne S. Malott
Carlton Nursery Company
Forest Grove, Oregon

Dear Sir:

With reference to your letter of October 31 addressed to Assistant Division Engineer A. E. Johnson, in which you drew our attention to the desirability of an opening in the median island at your east approach, please be advised that I have had a review made of this matter.

In view of the heavy turning movement that exists at this point, we believe that an opening should be left and will provide one with left-turn refuge for traffic both from the east and the west. I am instructing our field forces, by copy of this letter, to modify our original design in this respect.

Thank you for bringing this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp me

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. E. Johnson

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
Portland, Oregon

November [illegible], 1958

SUBJECT: Forest Grove-Cornelius Sect.
Tualatin Valley Highway
Prefix 34-1005 Contract 5096

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Herewith enclosed is a letter from Mr. Wayne Wright of the Carlton Nursery Company, who maintain a nursery along the south side of the above subject project between Cornelius and Forest Grove.

The Carlton Nursery Company have presented their access problem to us and feel that with the volume of traffic in and out of their establishment that the existence of solid traffic markers is constituting a hazard.

Since the subject of traffic markers on this highway has been quite a controversial subject, it is recommended that this request be referred to the Traffic Department for their study and recommendation.

A. E. JOHNSON
Assistant Division Engineer

AEJ:ds

cc: James Cochell

Map - Discuss

CONSTRUCTION DIVISION
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NOV 5 1958
NOTED - ☒ ☐ ☐ ☐ ☐
CE AJE ACE CCE

[illegible] H. [illegible] [illegible] A. BROOKS J. KENT B [illegible] A. LYNN BROOKS

CARLTON NURSERY Co.

General Nursery Stock

"Over Half A Century"

PHONE ELGIN 7-2106

MEMBER
OREGON ASSN. OF NURSERYMEN
WASHINGTON ASSN. OF NURSERYMEN
NATIONAL MAIL ORDER ASSN.
AMERICAN ASSN. OF NURSERYMEN
THE AMERICAN RHODODENDRON SOCIETY

Forest Grove, Oregon
October 31, 1958

A. E. Johnson
Assistant Division Engineer
Oregon State Highway Dept.
P.O. Box 4699 Sellwood Station
Portland 2, Oregon

Dear Mr. Johnson

Early this month the four-lane commuter highway was completed past our Nursery. The highway was divided between Cornelius and Martin Road with a wide divider and the asphault obstructions were put in a double line for the full distance without allowing for any turn-off.

This, of course, made us unhappy but realizing that the State Highway was not building roads for us, we did not immediately protest. However, during the last couple of weeks we have had literally hundreds of protests from our customers, our workmen, commercial trucklines, salesmen and deliverymen.

Instead of making a more convenient and safer highway, it has created a very serious problem and a very serious traffic hazzard. Employees and commercial men of course, blame the State Highway Department and protest to us. Our customers blame and protest us for allowing such a thing to be accomplished---keeping them out of our place of business. For people coming from the East there is no actual convenient place to turn short of Hawthorne Street in Forest Grove, a distance of over one mile. Traveling East the first turn around is in Cornelius, a distance of about one-half mile. Of course, employees and those that call on us regularly will cross the barrier; customers don't know what to do, stop, hold up traffic and many of them then just pass on.

During our peak season we employee an average of sixty people. Each person employeed by us must necessarily drive to work in his or her car because of course, we are halfway between Cornelius and Forest Grove and there is not public transportation. Therefore, we have an average of sixty employees cars in and out of here each day. Our growing fields are a mile

AAN

A. E. Johnson
Assistant Division Engineer
Oregon State Highway Dept. October 31, 1958

West of Forest Grove and therefore, during our shipping season from November 1 through June we average probably ten of our own trucks in and out of here between the field and the warehouse a day. During this same shipping season we average about ten to twenty commercial trucks in and out of here a day, including Express and Parcel Post trucks, commercial transportations trucks, Nursery trucks, etc. During an average day during the planting season from November through June we have from a few to fifty customers driving in per day and on a week end during the Spring season particularly this can build to several hundred customer cars.

Between the towns of Cornelius and the Springhill Road in Forest Grove there are three roads turning off to the left for which turn-off lanes are provided. They are Fir Road, Poplar Lane and Porter Road. We know by observation, and your Highway Department would find by survey, that more cars and trucks will turn to the left into our place on any given day than will turn on all three of the roads mentioned put together on any given day.

We have three drive ways into our establishment from the State Highway. We, however, would ask for only one crossing. That being the East drive way, which would also serve as a drive way for a resident trailer court directly opposite this drive way in which about a dozen permanent residents live.

We are deeply sincere in our request for an opening into our place of business and invite a survey by your Department which we believe would prove the necessity for not only removing the barriers at this point but also for providing turn-out lanes.

Very truly yours

CARLTON NURSERY COMPANY

BY Wayne H Melott

WHM:t

RECEIVED
NOV 3 1958
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

RECEIVED
NOV 6 - 1958

FOR FILING

F-13.3(12)
5096

November 3, 1958

Mr. Homer Waltz, Chairman
Roads and Highways Commission
Forest Grove Chamber of Commerce
Forest Grove, Oregon

Dear Mr. Waltz:

On October 30, I advised you I would be unable to attend the dedication ceremonies for the one-way grid system on Monday, November 17, and I now am again sorry that I must advise of my inability to attend on the revised date of Monday, November 10. I have a previous meeting of much importance at 1:30 p.m., in Portland with the U. S. Bureau of Public Roads and the Portland Urban Renewal Agency. I could not be in Forest Grove for the luncheon and dedication and still be able to make my appointment in Portland at 1:30.

I am sending a copy of this letter to Mr. A. G. Skelton, so that he may know of the revised date and plan to be in attendance accordingly.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:me

cc Mr. Forrest Cooper
Mr. A. G. Skelton

FOREST GROVE CHAMBER OF COMMERCE
FOREST GROVE, OREGON
BALLAD TOWN, U.S.A.
1849
HOME OF
PACIFIC UNIVERSITY

October 30, 1958

NOTED
W. C. WILLIA

W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

We have been informed by the State Highway Department to day that the one-way grid through Forest Grove and the installation of traffic signals will be completed much sooner than expected. In order to conform with the completion it is necessary that we change the date of the official dedication to Monday, November 10.

We would appreciate that you make this change in the date and plan to be with us or send a representative. We are sorry to have to make this change but we wish to cooperate with the Highway Department and contractors who have made all this possible.

We will look forward to having you with us on November 10.for the luncheon at 12 noon in the City Hall and the dedication immediately following.

Yours very truly,

Homer Waltz
k.

Homer Waltz, Chairman
Roads and Highways Commission

HW:k

RECEIVED
NOV 3 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV - 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

October 30, 1958

Mr. Homer Waltz, Chairman
Roads and Highways Commission
Forest Grove Chamber of Commerce
Forest Grove, Oregon

Dear Mr. Waltz:

I thank you for your invitation to participate in the dedication ceremony for the one-way grid system on Monday, November 17, but I am sorry to advise that it will be impossible for me to attend. The State Highway Commission and several members of the Engineering staff have already arranged for a four-day trip over highways in Eastern Oregon over the week end of November 14-17. We will not arrive back in Portland from this inspection trip until the evening of the 17th. I, however, shall be most pleased to arrange for a representative of the State Highway Department to attend the ceremonies and, by copy of this letter, I am asking that Mr. A. G. Skelton, Division Engineer at Portland, who has charge of the Forest Grove area, attend the meeting as my representative.

We are pleased that this improvement is rapidly nearing completion and are quite certain that it will materially alleviate traffic congestion and hazard in the city of Forest Grove.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:me

Mr [illegible]

cc Mr. A. G. Skelton

FOREST GROVE CHAMBER OF COMMERCE
FOREST GROVE, OREGON
BALLAD TOWN, U.S.A.
PACIFIC UNIVERSITY 1849 PRO CHRISTO ET REGNO EJUS
HOME OF
PACIFIC UNIVERSITY

October 29, 1958

NOTED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

The Roads and Highways Commission of the Forest Grove Chamber of Commerce with the cooperation of the City of Forest Grove and the Oregon State Highway Department is arranging for an official dedication ceremony of the completion of the one-way grid system and the four-lane highway into and through the city. The dedication will be held on Monday, November 17.

We are extending a special invitation to you to be present at this dedication because of your part in the construction of this progressive link in our highway system. If it is not possible for you to attend we would appreciate a representative.

The program will start with a luncheon with the members of the Chamber of Commerce at 12 noon in the City Hall dining room on Council Street. Following the luncheon, the dedication will take place on a portion of 19th Avenue.

We sincerely hope that you can attend and participate with us in this progressive step in our highway program.

Very truly yours,

Homer Waltz

Homer Waltz, Chairman
Roads and Highways Commission

HW:k

RECEIVED
OCT 30 1958
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
OCT 30 1958
OFFICE OF
STATE HIGHWAY ENGINEER

1959 OREGON CENTENNIAL CELEBRATION
FOREST GROVE CHAMBER OF COMMERCE
Member of the Chamber of Commerce of the United States of America and the Oregon Chamber Executives

A

RECEIVED
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FOR FILING

[illegible]

September 22, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering salvaging and relaying an 18-inch culvert pipe on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County, Contract No. 5096, in connection with Federal Aid Project No. F-183(12).

There is an existing 18" culvert approximately 100 feet westerly of Station 245+79 on Pacific Avenue. The drainage from this pipe flows southerly, in a ditch around the radius, to the 43" arch type culvert at Station 248+50 on the new connecting leg.

It is necessary to raise the 18" pipe under Pacific Avenue to meet the grade of the ditch line. The pipe has a fall of approximately two feet in its length and by relaying it to a more nominal grade, drainage can be accomplished and also eliminate a standing pond of water between Pacific Avenue and the new connection.

Drainage in this area is critical and outfall grades are nominal. Outfall grade of the existing pipe will need to match the new drainage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

RECEIVED
SEP 19 1958
FOR FILING

F 153 (12)

September 18, 1958

940 Mr. Tracy M. Stewart
Route 2, Box 153
Forest Grove, Oregon

Dear Sir:

Pursuant to your letter of September 6, I have had an investigation made of the drainage system at the junction of Fir Road with the Tualatin Valley Highway on the Forest Grove-Cornelius Section.

We have found that, although we are replacing and extending certain culverts in this area, we are not changing the existing drainage pattern or adding any water to any of the drainage structures; therefore, the condition will remain the same as it has been in the past. I do suggest that you bring this condition to the attention of the Washington County Road Department, which will no doubt maintain the ditch along Fir Road so that it will permit the runoff of the water. However, this will not be too effective unless the property owners along the natural drainage channel running southwesterly from the end of the ditch along Fir Road do some maintenance upon this drainage channel.

The State Highway Department has no authority to enter upon private lands for the improvement of drainage. I attach hereto a sketch map on which is shown the original drainage in this area which has been farmed shut by the property owners. I am also sending a copy of this letter to the Washington County Engineer for such action as he feels is indicated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Attach.
cc Washington County Engineer
Courthouse
Hillsboro, Oregon
bc Mr. W. C. Williams
Mr. Tom Edwards
Mr. A. G. Skelton

LHY:jc hi

-30 80M 8-57—9383

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 15, 1958

SUBJECT: Forest Grove-Cornelius
Prefix 34-1005, Cont. 5096

To:
Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attn: L. H. Young

Reference is made to your letter of September 9, 1958 enclosing copy of a letter from Mr. Tracy M. Stewart, regarding drainage at Fir Lane Road on the above subject project.

Fir Lane Road is that road shown on sheet 4 of the construction plans as Tibbet Road. Enclosed herewith is a sketch of the drainage in the vicinity of Fir Road. Apparently some years ago the natural drainage was across private property from the Tualatin Valley Highway to Fir Road, and thence westerly across private property also. However, for many years the drainage has gone westerly along the Tualatin Valley Highway to the west side of Fir Road, and thence southerly in a rather deep ditch to a point where the drainage crosses private property to the west again. Apparently this ditch along Fir Road has had little or no maintenance by any one, and has become practically choked with brush and small trees. The drainage across private property also has had very little maintenance, and apparently correction of this problem would involve not only cleaning the ditch along Fir Road, but the drainage ditch for some distance across private property to the west. We do not feel that we have liability in this matter, since we find no record of the highway department placing this drainage, and are using existing drainage alonb both county road and private property.

Original Signed by A. E. Johnson

A. E. JOHNSON
Assistant Division Engineer

AEJ:w
cc: James Cochell
B. P. Huntley

CONSTRUCTION DIVISION
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SEP 16 1958
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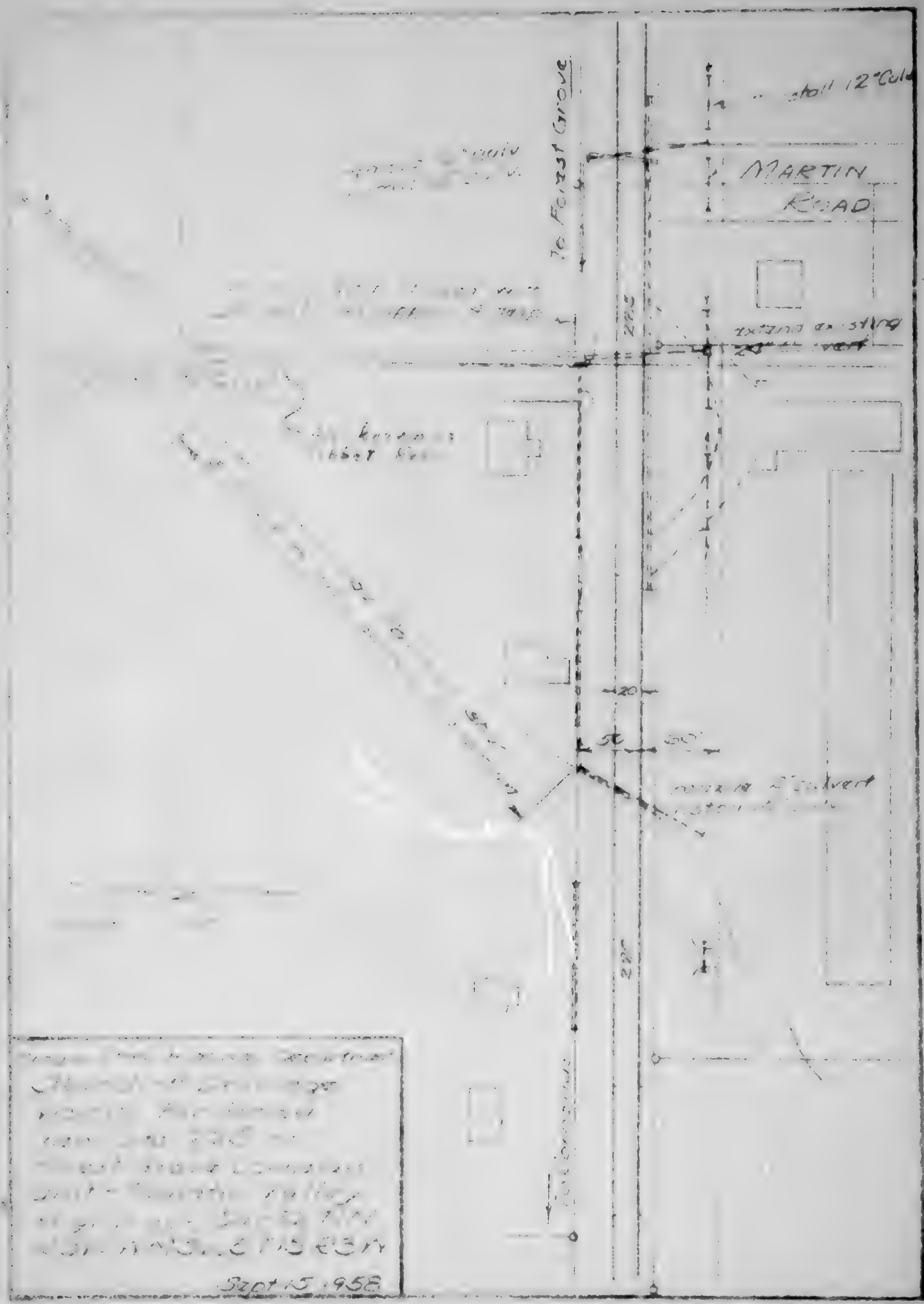
To Forest Grove
stall 12" Culv
MARTIN ROAD
225
extend existing 24" culvert
20
30
30
culvert
220

[illegible]

Sept 15 1958

PLEASE RETURN TO
FORREST COOPER

Forest Grove Oregon
Sept 6d/1958

Oregon State Highway Commission
Salem Oregon

Gentleman

I am writing in regards to drainage from highway which is under construction between Forest Grove and Cornelius Oregon I live on the highway at Fir Lane road one mile east of Forest Grove and one mile west of Cornelius I moved to this place which I am living in 1927 Fir Lane road was a public road but not a County road it had a ditch on the west side of

the road and through the
neighbors field it was about
4 feet deep and 4 feet wide
and the highway crews kept
it open that way and we had
good drainage but a few years
after 1927 all the land owners
on both sides of fir lane road
deeded the public road to the
washington County and sense
then the ditches have had
nothing done to them and
now the state highway has new
tile and new ditches along
the highway at this point
and I have been wondering
as all the rest of my neighbors
where all the water is expected

to go. the ditches that used to carry all the water in the bad Weather are all most full of dirt + grass it has had no Care for years the highway crews usually keep it open about 40 feet from the highway but that does not take the water away. may be if You Can understand what I mean You may know what is to be done about it.

Yours Truly
Tracy M. Stewart
Rt. 2 box 153
Forest Grove
Oregon

Contract No 3096

RECEIVED
7-29

Monthly Transaction No.

Project Report No.

FOR FILING

3796

For -2
(9- 7)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

State **Oregon**

County **Washington**

Project No. **F-183(12)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Forest Grove-Cornelius Section, beginning at "B" St. in Forest Grove and extending east (SH-29).**

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	10/11/57	-
Rights-of-Way		
Construction	11/20/57	1.8
Other (*Specify*)		

FUNDS

Estimated total cost of project	Federal funds
$319,981.00	$197,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **July 7, 1958**

USComm-DC 40257

June 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Forest Grove-Cornelius Section, Project No. F-183(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ew

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

[illegible]
[illegible]
[illegible]

NATURE OF WORK:

[illegible]

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

[illegible] 5096 Warren Northwest, Inc. 1-17-58

DATE OF COMPLETION: 120 workdays from 3-1-58

REMARKS:

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Forest Grove-Cornelius Section, Project No. F-183(12).

Very truly yours

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HWC:er

Oregon State Highway Department

Federal Aid
Project No. F-183(12)

FOREST GROVE-CORNELIUS SECTION OF THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1958

Type Code P.E.

Preliminary Engineering	All	Required		$	9,000.00

Type Code 6201
Roadway (Sta. 212+00 to Sta. 309+70) (Contract No. 5036)

Clearing and Grubbing	All	Required		$	6,700.00
Removal of Curbs	6,000	lin. ft.	$0.30		1,800.00
Removal of Walks and Driveways	2,000	sq. yds.	0.70		1,400.00
Removal of Catch Basins	25	only	15.00		375.00
Drainage Excavation, Unclassified	3,300	cu. yds.	1.75		5,775.00
General Excavation, Unclassified	24,000	cu. yds.	0.50		12,000.00
Short Overhaul	35,000	yd. stas.	0.02		700.00
Long Overhaul	650	C-yd. stas.	0.50		325.00
Finishing Roadbed and Slopes	1.81	miles	1,100.00		1,991.00
43 Inch Arch Type Corrugated Metal Pipe	70	lin. ft.	15.70		1,099.00
6 Inch Perforated Metal Drain Pipe	1,200	lin. ft.	1.65		1,980.00
Special Backfill in Drains	120	cu. yds.	8.00		960.00
12 Inch Concrete Pipe	1,300	lin. ft.	1.90		2,470.00
18 Inch Concrete Pipe	400	lin. ft.	3.25		1,300.00
24 Inch Concrete Pipe	30	lin. ft.	4.70		141.00
12 Inch Sewer Pipe	1,940	lin. ft.	1.75		3,395.00
15 Inch Sewer Pipe	1,730	lin. ft.	2.20		3,806.00
18 Inch Sewer Pipe	42	lin. ft.	2.80		117.60
24 Inch Sewer Pipe	380	lin. ft.	4.50		1,710.00
30 Inch Reinforced Sewer Pipe	940	lin. ft.	8.00		7,520.00
Extra for Pipe Under Pavement	1,500	lin. ft.	2.50		3,750.00
Concrete Manholes	15	only	173.00		2,595.00
Concrete Catch Basins	42	only	65.00		2,730.00
Adjustment of Manholes	14	only	30.00		420.00
Adjustment of Catch Basins	5	only	20.00		100.00
Adjustment of Lampholes	10	only	20.00		200.00
Reconstruction of Manholes	2	only	140.00		280.00
Concrete Curbs	280	cu. yds.	37.75		10,570.00
Concrete Driveways	2,300	sq. yds.	4.34		9,982.00
Concrete Walks	110	sq. yds.	3.25		357.50
Metal Sight Posts	22	only	3.00		66.00
Coarse Crushed Material in Base	32,400	cu. yds.	2.50		81,000.00

3/4" - 0 Material in Base	3,600	cu. yds.	$2.75	$ 9,900.00
Railroad Ballast	900	cu. yds.	2.50	2,250.00
Sprinkling	4,800	M-gal.	2.00	9,600.00
Preparation of Base	1.83	miles	150.00	274.50
3/4" - 0 Material in Binder Course	390	cu. yds.	4.00	1,560.00
RC-3 Asphalt	60	tons	45.00	2,700.00
Class "B" Asphaltic Concrete	9,800	tons	6.20	60,760.00
RS-1 Asphalt in Tack Coat	5	tons	60.00	300.00
Extra for Asphaltic Concrete Approaches	70	only	25.00	1,750.00
Special Asphaltic Concrete Traffic Markers	4,400	lin. ft.	0.40	1,760.00
Furnishing and Placing Aggregates	230	cu. yds.	5.00	1,150.00
120-150 Asphalt in Shoulder Oiling	18	tons	45.00	810.00
RS-1 Asphalt in Shoulder Oiling	6	tons	55.00	330.00
				$260,759.60
Flagging (57½% of Contractor's Cost)	All Required			4,000.00
Move Transformer Pole (City Forest Grove)	All Required			8,100.00
Roadside Improvement	All Required			1,000.00
Adjust Water Lines (City Forest Grove)	All Required			8,850.00
	Subtotal			$282,709.60
	10% Engr. & Cont.			28,270.96
		Total		$310,980.56

Length of Roadway - - - - - - - - - - - - - 1.834 Miles
Cost of Roadway Per Mile- - - - - - - - - - $168,736.06

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 9,000.00	$ 5,000.00	$ 4,000.00
Roadway	310,980.56	192,000.00	118,980.56
	$319,980.56	$197,000.00	$122,980.56

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

FOREST GROVE-CORNELIUS SECTION

PROJECT NO. F-183(12)

Estimate of costs of work to be done by the City of Hillsboro on water distribution system.

Labor		$ 533.50
Equipment		183.50
Materials		240.00
	Total	$ 957.00

Estimate of costs of work to be done by City of Forest Grove on sewer lines.

Materials		$ 65.77
Labor		5,219.15
Equipment		3,035.91
Less amount to be paid by Telephone Co.		201.32 Cr.
		$8,119.51
	Use	$8,100.00

Estimate of costs of work to be done by City of Forest Grove on water system.

Labor	$6,000.00
Materials	550.00
Equipment	2,300.00
	$8,850.00

Oregon State Highway Department

Federal Aid
Project No. F-183(12)

FOREST GROVE-CORNELIUS SECTION OF THE TUALATIN VALLEY HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 20, 1957

Type Code P.E.

Preliminary Engineering	All Required		$ 9,000.00

Type Code 6201
Roadway (Sta. 212+00 to Sta. 309+70)

Clearing and Grubbing	All Required		$ 7,500.00
Removal of Curbs	6,000 lin. ft.	$0.40	2,400.00
Removal of Walks and Driveways	2,000 sq. yds.	0.50	1,000.00
Removal of Catch Basins	25 only	20.00	500.00
Drainage Excavation, Unclassified	3,300 cu. yds.	3.00	9,900.00
General Excavation, Unclassified	24,000 cu. yds.	0.75	18,000.00
Short Overhaul	35,000 yd. stas.	0.02	700.00
Long Overhaul	650 C-yd. stas.	0.50	325.00
Finishing Roadbed and Slopes	1.81 miles	750.00	1,357.50
43 Inch Arch Type Corrugated Metal Pipe	70 lin. ft.	15.00	1,050.00
6 Inch Perforated Metal Drain Pipe	1,200 lin. ft.	2.00	2,400.00
Special Backfill in Drains	120 cu. yds.	5.00	600.00
12 Inch Concrete Pipe	1,300 lin. ft.	1.75	2,275.00
18 Inch Concrete Pipe	400 lin. ft.	3.25	1,300.00
24 Inch Concrete Pipe	30 lin. ft.	4.50	135.00
12 Inch Sewer Pipe	1,940 lin. ft.	1.75	3,395.00
15 Inch Sewer Pipe	1,730 lin. ft.	2.50	4,325.00
18 Inch Sewer Pipe	42 lin. ft.	3.00	126.00
24 Inch Sewer Pipe	380 lin. ft.	5.25	1,995.00
30 Inch Reinforced Sewer Pipe	940 lin. ft.	7.50	7,050.00
Extra for Pipe Under Pavement	1,500 lin. ft.	3.00	4,500.00
Concrete Manholes	15 only	275.00	4,125.00
Concrete Catch Basins	42 only	75.00	3,150.00
Adjustment of Manholes	14 only	50.00	700.00
Adjustment of Catch Basins	5 only	30.00	150.00
Adjustment of Lampholes	10 only	20.00	200.00
Reconstruction of Manholes	2 only	225.00	450.00
Concrete Curbs	280 cu. yds.	40.00	11,200.00
Concrete Driveways	2,300 sq. yds.	4.50	10,350.00
Concrete Walks	110 sq. yds.	4.00	440.00
Metal Sight Posts	22 only	3.00	66.00
Coarse Crushed Material in Base	32,400 cu. yds.	2.00	64,800.00
3/4" - 0 Material in Base	3,600 cu. yds.	2.15	7,740.00
Railroad Ballast	900 cu. yds.	2.50	2,250.00
Sprinkling	4,800 M-gals.	3.00	14,400.00

Preparation of Base	1.83 miles	$200.00	$ 366.00
3/4" - 0 Material in Binder Course	390 cu. yds.	3.50	1,365.00
RC-3 Asphalt	60 tons	42.00	2,520.00
Class "B" Asphaltic Concrete	9,800 tons	6.25	61,250.00
RS-1 Asphalt in Tack Coat	5 tons	60.00	300.00
Extra for Asphaltic Concrete Approaches	70 only	25.00	1,750.00
Special Asphaltic Concrete Traffic Markers	4,400 lin. ft.	1.00	4,400.00
Furnishing and Placing Aggregates	230 cu. yds.	4.00	920.00
120-150 Asphalt in Shoulder Oiling	18 tons	47.50	855.00
RS-1 Asphalt in Shoulder Oiling	6 tons	50.00	300.00
			$264,880.50
Flagging (57½% of Contractor's Cost)	All Required		4,000.00
Move Transformer Pole	All Required		500.00
Roadside Improvement	All Required		1,000.00
	Subtotal		$270,380.50
	10% Engr. & Cont.		27,038.05
	Total		$297,418.55

Length of Roadway 1.834 Miles
Cost of Roadway Per Mile $162,169.32

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 9,000.00	$ 5,000.00	$ 4,000.00
Roadway	297,418.55	184,000.00	113,418.55
	$306,418.55	$189,000.00	$117,418.55

RECEIVED

FOR FILING

F-183(12)

Sept

08-35.4

June 6, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: F-183(12), Forest Grove-Cornelius Sec.,
Tualatin Valley Highway

Dear Sir:

The State-City agreement covering construction within the city of Forest Grove was approved by this office on May 19, 1958. This agreement was executed on December 6, 1957.

The contract was awarded on January 17, 1958 and authorization is given, as of that date, to proceed with necessary adjustments of city-owned utilities. Reimbursement for this work can be claimed subsequent to date of authorization in accordance with PPM 30-4.

All future projects involving utility work will be handled in accordance with our letter of May 20, 1958.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig to SH P

RECEIVED

FOR FILING

When replying, F-183(12)
refer to 08-35.5

June 4, 1958

5096

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-183(12)
Forest Grove - Cornelius Section

Dear Sir:

Your agreements with the City of Forest Grove for moving power poles and adjusting water lines on the subject project have been received and approved as submitted on May 19, 1958.

We are authorizing you to proceed with this phase of work as of January 21, 1958, the starting date of construction. Reimbursement for this work can be claimed subsequent to this date in accordance with PPM 30-4.

All future projects involving utility work will be handled in accordance with our letter of May 20, 1958.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Orig to SNP

RECEIVED
APR 17 1958
FOR FILING

F [illegible]

[illegible]

April 16, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 235 covering adjusting the Forest Grove water lines on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County, Contract No. 5096, in connection with Federal Aid Project No. F-[illegible](12).

This work is necessary due to new construction. The obligation of the State to reimburse the City for this work is established by agreement with the City, copies of which are attached. Copies of the City's estimate for the work and sketches of the revision are also attached.

The material in items 1 and 2 of the City's estimate is for gravel backfill. Additional pipe is allowed in the agreement, but replacements with larger pipe and any facility improvements will be borne by the City.

Your approval of this order under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
APR 7 1958
FOR FILING
[illegible]
[illegible]

08-35

April 3, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Returned herewith is an agreement between the State of Oregon and the City of Hillsboro for revising the existing water service system on the Forest Grove-Cornelius Section of the Tualatin Valley Highway, Oregon Project F-183(12).

The cost of the work to be done is an obligation of the city in accordance with paragraph 2 of the attached agreement and therefore is not eligible for Federal participation.

Very truly yours,

C. G. Polk
Division Engineer

Attachment

[illegible]

NOTED

RECEI
MAR 2
FOR FI
F-183 (12)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 25, 1958

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Warren Northwest, Inc. and E. N. Peterson covering Items 22 to 30 inclusive on the Forest Grove-Cornelius Unit Contract, No. 5096, Oregon F-183 (12) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the second subcontract on this project the first one being in the amount of $59,314.60. This subcontract $27,234.50 for a total of $86,549.10 or 33.19 %.

RECEIVED
R 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 13 1958
FOR FILING

[illegible]
5096

March 11, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. [illegible] covering adjusting power lines on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County, Contract No. 5096, in connection with Federal Aid Project No. F-[illegible](12).

This work is necessary to clear municipally owned power lines for construction. The work is to be done by the City of Forest Grove under agreement signed December 6, 1957, copies of which are attached. Copies of City's estimate and plan sheets showing adjustments are also attached.

Your approval of this order under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmr

RECEIVED
FEB 10 1958
FOR FILING

5096

Salem, Oregon
February 10, 1958

Advance Warning Sign
Forest Grove-Cornelius Section
F. A. Project F-183(12)
Contract No. 5096
Washington County

Mr. W. O. Widdows
Sign Engineer
State Highway Shops

To conform with requirements of the Bureau of Public Roads, it will be necessary to install advance warning signs at the grade crossing of the Oregon Electric Railroad Tracks with the Tualatin Valley Highway in Forest Grove.

Charge expense to prefix 34-1005.

For your information, the Oregon Electric R. R. Co. has agreed to place the cross-buck signs and bill the State for the cost thereof.

S. H. Probert
Office Engineer

RA:ia

cc: A. G. Skelton

RECEIVED
FEB 3 - 1958
FOR FILING

January 31, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the state's share of flagging costs on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County, Contract No. 5096, in connection with Federal Aid Project No. F-183(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
JAN 23 1958
FOR FILING

F 182-3

5791

Jan. 28, 1958

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5096, awarded Jan. 17, 1958, for grading and paving on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

FORM E-30X—87,500—6-57—6584

RECEIVED
JAN 2[illegible] 1958
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1958

5096

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Warren Northwest, Inc. and John Luyben & Sons, Inc. covering Items 1 to 21 inclusive on the Forest Grove-Hillsboro Section, Contract No. 5096, Oregon F-183 (12) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

RECEIVED
JAN 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 27 1958
FOR FILING

[illegible]

5096

January 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 21, 1958, on Contract No. 5096, Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section, in Washington County, in connection with Federal Aid Project No. F-183(12).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:lmr

RECEIVED
JAN 22 1958
FOR FILING
F-33([illegible])
5076

January 20, 1958

Mr. H. F. Moy, Secretary
S.P. and S. Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Herewith eight prints of the maps which constitute Exhibit A for the agreement between the S.P. and S. Railway Company and the State on 19th Avenue in Forest Grove, as requested in your letter of January 17.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encls.

FORM 1812

PORTLAND SEATTLE RY

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

H. F. MOY,
SECRETARY
CHIEF ENGINEER

January 17, 1958

REFERRED TO Paxson
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

I have received for distribution to our interested departments executed copy of an agreement dated January 9, 1958, between the State Highway Commission and Oregon Electric Railway Company, covering the details of reconstruction of 19th Avenue in Forest Grove due to the conversion of that street as part of a one-way couplet. Exhibit A attached to the agreement consists of Sheet No. 2 and Sheet No. 8, Project No. F-183(12), Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section. It would be appreciated if we could have eight copies of the exhibit to accompany our distribution.

Very truly yours,

H F Moy
Secretary

WVC

RECEIVED
JAN [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 20 1958
FOR FILING

5096

January 17, 1957

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, accepted your proposal for grading, paving, and oiling the Forest Grove-Cornelius Unit of the Tualatin Valley Highway in Washington County for the sum of $260,759.60 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5096.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

RECEIVED
JAN 20 1958
FOR FILING

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 17, 1958

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Contract for grading, paving, and oiling Forest Grove-Cornelius Unit of the Tualatin Valley Highway Washington County for which you submitted low bid on December 5, 1957 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM'

cc: Accounting
Files ✓
C. W. Head

RECEIVED
JAN 20 1958
FOR FILING

January 17, 1958

Mr. M. H. Hoy, Chief Engineer
Spokane, Portland & Seattle Railway Co.
1101 N. W. Hoyt St.
Portland 7, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of contract No. 5096 and plans covering grading and paving work on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County.

Plans call for a relocation of your company's track between Highway Stations 297+00 and 309+70 in Forest Grove; the contractor to perform the required grading and to furnish and dump stone ballast material on the prepared subgrade of the railroad location. Spreading and tamping of these materials and grouting with cement mortar the ballast materials under that portion of the relocated tracks between curbs on 19th Avenue (Stations 297+00 to 209+00) and the placing of ties and rails to be performed by your company. Salvaging of existing ties and rails, at such time as the railroad revision and track work has been completed and in use, will be performed by our contractor.

We have run our standard "Protection of Railroad Property" clause in the special provisions, but we are not requiring the contractor to furnish any additional insurance other than his standard insurance coverage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

cc: G. S. Paxson
J. W. DeSouza

RECEIVED
JAN 17 1958
FOR FILING

January 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Forest Grove-Cornelius Section of the Tualatin Valley Highway in Washington County, Project F-183(12), to Warren Northwest, Inc., of Portland, Oregon, on the basis of the bid of $260,759.60 submitted on December 5, 1957.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
FOR FILING
OREGON DISTRICT
5096 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

January 17, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project F-183(12), Forest Grove-Cornelius Section of the Tualatin Valley Highway, we hereby concur as of this date in award of Contract No. 5096 to Warren Northwest, Inc. of Portland, Oregon, low bidder in the amount of $260,759.60 at the December 5, 1957 bid opening.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

RECEIVED
JAN 13 1958
FOR FILING

F 183 [illegible]

[illegible]

file 1

January 10, 1958

~~MISC. CONTRACTS and~~
~~AGREEMENTS No.~~
[illegible] F 488

Spokane, Portland and Seattle Railway Company
Oregon Trunk Raiway
Oregon Electric Railway Company
1101 N.W. Hoyt Street
Portland 7, Oregon

Attention: Mr. H. F. Moy
Chief Engineer

Gentlemen:

We are enclosing for your records and files a fully executed copy of an agreement between the State Highway Commission and the Oregon Electric Railway Company, covering the details of reconstruction of 19th Avenue in Forest Grove due to the conversion of that street as part of a one-way couplet.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

P.S. A fully executed copy of the above agreement has been retained in this office for the Commission's files.

PORTLAND AND SEATTLE RY

FORM 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

H. F. MOY,
SECRETARY
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

January 3, 1958

NOTED
State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

I refer you to your letter of November 15, 1957, with which you forwarded three copies of an agreement between the State Highway Commission and Oregon Electric Railway Company, covering the details of reconstruction of 19th Avenue in Forest Grove due to the conversion of that street as part of a one-way couplet.

This agreement has been executed by the proper officials of the Railway Company and two copies of it are returned to you for further handling. After execution on the part of the Highway Commission I would appreciate return of the copy bearing marginal approval of railway officials, for our records.

Very truly yours,

H F Moy
Chief Engineer

WVC
Att. 2

AUTHORIZED BY HIGHWAY COMMISSION
Date Bids for construction of Forest Grove project received 12/5/57 & referred to Engineer to award contract when Rt. of Way cleared.
HAS

Secretary

RECEIVED
JAN 7 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 13 1957
FOR FILING

[illegible]

5096

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
December 11, 1957

One-way Couplet Agreement
Forest Grove-Cornelius Unit
Tualatin Valley Highway No. 29
City of Forest Grove.

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Forest Grove covering a one-way couplet on the Forest Grove-Cornelius Unit of the Tualatin Valley Highway in the City of Forest Grove.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Forest Grove.

Secretary

rn
Attach: 1

REFERRED TO
Jerry
BY SECRETARY

to file

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1957

SUBJECT: One-way Couplet Agreement
Forest Grove-Cornelius Unit
Tualatin Valley Highway No. 29
City of Forest Grove

To: Mr. G. S. Paxson
OFFICE

L

Attached are three copies of an agreement covering the subject named project. Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

This project was approved by the Highway Commission on May 16, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

1 extra copy in suspense

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Dec 3 1957

sign 2 copies

APPROVED BY HIGHWAY COMM.
5-16-57 Minute Page 36
Secretary

(A)

RECEIVED
SEP 20 1957

FORM [illegible]—12½M—[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 20, 1957

SUBJECT: Proposed Agreement
City of Forest Grove

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

Enclosed, are eight copies of the proposed agreement between the State of Oregon and the City of Forest Grove, pertaining to a one-way couplet in the Forest Grove - Hillsboro Section of the Tualatin Valley Highway.

It is our understanding that the exhibits will be furnished by the County City Relations Office.

G. E. Rohde
Per mmb
G. E. ROHDE
Assistant Counsel

GER:mmb
Encls.

RECEIVED
[illegible] 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 12 1957
FOR FILING

F-183(1

5-96

December 11, 1957

Mr. G. E. Richards, City Recorder
City Hall
Forest Grove, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Forest Grove pertaining to the one-way couplet on the Forest Grove-Cornelius Unit of the Tualatin Valley Highway in the City of Forest Grove.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

FORM E-123X 80M 5-57

COMMISSIONERS

CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
DEC 5 1957
FOR FILING

7-183(15)

-5796

December 3, 1957

West Coast Telephone Company
315 Cedar Street
Beaverton, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Forest Grove-Cornelius Section
Tualatin Valley Highway
Washington County

Gentlemen:

Bids on the above titled project will be received on December 5, 1957, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction. This work consists of the rearrangement of your existing line on the northerly side of the highway between Highway Engineer's Stations 210 and 235.

It appears that your existing facility was located on State highway right of way under the terms of Permit No. 315, dated March 29, 1929. It, therefore, will be your obligation to make the necessary adjustments without reimbursement. It is requested that you proceed with the work as promptly as possible.

Further details may be secured from Mr. James Cochell, Box 4699, Portland 2, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:KN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. A. G. Skelton
Mr. James Cochell
Mr. F. W. Farrar

RECEIVED
DEC 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-122X 20M

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FOR FILING

COMMISSIONERS
[illegible] H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F 15 3(12)
[illegible]

November 21, 1957

Mr. M. H. Hoy, Chief Engineer
Spokane, Portland & Seattle Railway Co.
1101 N. W. Hoyt St.
Portland 7, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of the Special Provisions and Plans covering grading and paving work on the Forest Grove-Cornelius Unit, Forest Grove-Hillsboro Section of the Tualatin Valley Highway in Washington County.

Plans call for a relocation of your company's track between Highway Stations 297+00 and 309+70 in Forest Grove; the contractor to perform the required grading and to furnish and dump stone ballast material on the prepared subgrade of the railroad location. Spreading and tamping of these materials and grouting with cement mortar the ballast materials under that portion of the relocated tracks between curbs on 19th Avenue (Stations 297+00 to 299+00) and the placing of ties and rails is to be performed by your company. Salvaging of existing ties and rails, at such time as the railroad revision and track work has been completed and in use, will be performed by our contractor.

We have run our standard "Protection of Railroad Property" clause in the Special Provisions, but we are not requiring the contractor to furnish any additional insurance other than his standard insurance coverage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

NOTED
G. S. PAXSON

JR:ia

cc: G. S. Paxson ✓
J. W. DeSouza

RECEIVED
NOV 22 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
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FOR FILING
OREGON DISTRICT

F-183(12)
08-35
3096

F-183(12)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

November 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-183(12), Forest Grove-Cornelius Unit of the Tualatin Valley Highway. This is to authorize your advertising for bids.

Approval is given with the understanding that the grade crossing of the Oregon Electric Railway Company's track will be protected, with or without Federal participation, by reflectorized cross buck and advance warning signs.

Federal participation in the cost of any adjustments to public utility installations, if later requested and approved, will be in accordance with the terms of General Administrative Memorandum No. 300.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By:

A. F. Bester
A. F. Bester
Acting Division Engineer

RECEIVED
NOV 19 1957
FOR FILING
F-183(12)
5096

November 15, 1957

Mr. H. F. Moy
Chief Engineer
Spokane, Portland & Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Herewith are three copies of an agreement between the State Highway Commission and Oregon Electric Railway Company, covering the details of construction of the one-way couplet on the Tualatin Valley Highway within the city of Forest Grove, which agreement was prepared by the Chief Counsel of the Highway Commission along the lines mutually agreed upon between you and Mr. Paxson (absent from the office).

As it will be necessary to publicly advertise this project on November 21, two weeks in advance of receiving bids on the project at the next meeting of the Highway Commission on December 5, we would appreciate a reply from your company to be received here not later than November 20, if you have any objections whatsoever as to the terms and conditions stipulated therein.

Provided the agreement is acceptable, please have the same executed by the officials of the Railway Company and return two copies to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:gm
Attachments

cc Bureau of Public Roads (encl.)
Attention: Mr. A. F. Bester

Mr. G. S. Paxson
Mr. Leonard I. Lindas

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
DEC 1957
FOR FILING

F-183(12)

November 15, 1957

Mr. H. F. Boy
Chief Engineer
Spokane, Portland & Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Herewith are three copies of an agreement between the State Highway Commission and Oregon Electric Railway Company, covering the details of construction of the one-way couplet on the Tualatin Valley Highway within the city of Forest Grove, which agreement was prepared by the Chief Counsel of the Highway Commission along the lines mutually agreed upon between you and Mr. Paxson (absent from the office).

As it will be necessary to publicly advertise this project on November 21, two weeks in advance of receiving bids on the project at the next meeting of the Highway Commission on December 5, we would appreciate a reply from your company to be received here not later than November 20, if you have any objections whatsoever as to the terms and conditions stipulated therein.

Provided the agreement is acceptable, please have the same executed by the officials of the Railway Company and return two copies to this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By W W Stiffler

W. W. Stiffler
Assistant State Highway Engineer

WWS:gu
Attachments

cc Bureau of Public Roads (encl.)
Attention: Mr. A. F. Bester

Mr. G. S. Paxson
Mr. Leonard I. Lindas

12/2/57
Was advised
Stiffler by phone that
agreements were ok
HHB

NOTED
G. S. PAXSON

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
November 15, 1957

SUBJECT: Oregon Electric Tracks on 19th Avenue in Forest Grove

To: Mr. G. S. Paxson
Asst. State Highway Engineer

Office

As per your request of November 4, there is attached hereto form of agreement relative the above captioned matter.

It is our understanding that City-County Relations will furnish the necessary Exhibits.

G E Rohde
G. E. ROHDE
Assistant Counsel

ms
enc
cc Leonard I. Lindas

Approved by Comm
B

NOTED
W. W. STIFFLER

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NOV 6 1957
FOR FILING

E-18 [illegible]

5C16

Salem, Oregon
November 4, 1957

Oregon Electric tracks on
19th Avenue in Forest Grove

Mr. Leonard I. Lindas

The State is planning a one-way couplet in Forest Grove. On this couplet, 19th Avenue, which is now not a routing of the highway, will form the eastbound route of the Tualatin Valley Highway. Pacific Avenue, which is the present route of the Tualatin Valley Highway, will become the westbound route of the highway.

In the section of 19th Avenue starting about the middle of the block between Ash Street and Council Street (approximately opposite our Station 297) and extending westerly to the curb line on B Street which is now the route of the Tualatin Valley Highway to McMinnville and is our Station 309+70, the Oregon Electric Railway Company has a track which is used primarily for switching to industries along 19th Avenue. In this project the track is to be relocated so that it will be along the south line of 19th Avenue as shown in red on the attached Sheet No. 8. The existing track in the center of 19th Avenue as shown in green will be removed.

We have reached an agreement with the Oregon Electric Railway Company as to how this work is to be handled and the division of costs, which is as follows:

THINGS TO BE DONE BY STATE

1. Prepare plans and specifications, award a contract and supervise the grading and surfacing of that portion of 19th Avenue which is to be used in the one-way couplet and which includes the section upon which the Oregon Electric tracks are now located.

2. Grade a roadbed for the new track location as shown in green and construct curbs on each side of the track section as shown on attached Sheet No. 8. and Sheet No. 2

3. Provide and dump ballast for the new tracks on the grade for such new tracks.

4. After the Railway Company has spread and tamped the ballast and surfaced their new track, the State will pave over the base so provided,

both on 19th Avenue and the cross streets, and the driveways leading from the new 19th Avenue pavement to property on the south side of the street.

5. After the new track is in place and open to rail traffic, the State will remove the existing track shown in green and after such removal will be entitled to any salvage from material in these tracks.

THINGS TO BE DONE BY COMPANY

1. Furnish and place ties, rails and track accessories for the track in its new location.

2. Spread and tamp ballast furnished by State.

3. Grout with cement mortar the ballast under that portion of the track between the curbs on 19th Avenue.

Upon completion of the work the State will maintain the roadway surfaces and curbs along both sides of the roadway pavement, including the surfacing over the tracks within that area, and the crossings of the cross streets and of the driveways. The Company will maintain their ties, ballast, rail and other track facilities.

It would be appreciated if you would draft an agreement covering the above project. The agreement will be with the Oregon Electric Railway Company and will be executed by the Vice President and Secretary.

G. S. Paxson

GSP:gm
Attachments

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Frank Hall
Mr. Jack Rhodes

MR. HALL:

On Sheet No. 8 you have noted the removal of track to be "by others". This is to be done by the State.

G.S.P.

FORM 1812

SPOKANE, POR LAND AND SEATTLE RAILWA COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND 7, OREGON

H. F. MOY,
SECRETARY
CHIEF ENGINEER

November 1, 1957

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Please refer to your letter of September 17, 1957, which letter more or less covered conversation you had with me on September 13, 1957, incidental to track revisions on 19th Avenue in Forest Grove, Oregon.

We have concluded that our line on 19th Avenue cannot be abandoned and therefore will have to be relocated as suggested on print which you left with me. Relative location as shown in red meets with our approval, except for some slight changes that might have to be made in connecting into present spurs.

Am I correct in assuming that the Oregon State Highway Department will assume the expense of constructing new subgrade, furnish ballast by truck, remove present trackage and retain salvage, and place blacktop driveways; and the Oregon Electric Railway to furnish all new track material, lay and surface track and grout section across 19th Avenue as its share of the cost?

New track will be placed prior to removal of present track.

Please advise.

Very truly yours,

H. F. Moy
Chief Engineer

HFM-c

RECEIVED
OCT 18 1957
FOR FILING

F 183 [illegible]

[illegible]

Salem, Oregon
October 18, 1957

BPR Approval of Right of
Way Purchase

R. L. Porter
Right of Way Engineer
Office

Purchase of rights of way for the below described section was authorized by the Bureau of Public Roads as of October 8, 1957

Forest Grove-Cornelius Section of the Tualatin Valley Highway. Length 1.74 miles. Prefix 35-2502.

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
OCT 18 1957
FOR FILING
F-183(12)
5096

October 18, 1957

E. M. Bowman, City Recorder
City Hall
Hillsboro, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Hillsboro covering the water main revision in the Forest Grove-Cornelius Section in Washington County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
Enc.

file

VED
OCT 18 1957
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 1906

Salem, Oregon
October 18, 1957

State/City Water Mains Agreement
City of Hillsboro

2 93

Mr. C. G. Swenson
City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached hereto is a conformed copy of an agreement with the City of Hillsboro covering the water main revision in the Forest Grove-Cornelius Section in Washington County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Hillsboro, Oregon.

Very truly yours

Secretary

rm
Attach: 1

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1957

SUBJECT: State/City Water Mains Agreement
City of Hillsboro

Assignment #293

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject named agreement. This agreement is in connection with the moving of certain water mains made necessary by the Forest Grove-Cornelius project.

Two copies of the agreement have been signed by the city and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

This completed Assignment #293.

John D Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Oct. 11, 1957

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-26-56 Minute Page 24
Secretary

RECEIVED
OCT 10 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—12½M—6-53—38209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 20, 1957

SUBJECT: Proposed Agreement
City of Hillsboro

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

**PLEASE RETURN TO
G. S. PAXSON**

Enclosed, are eight copies of the proposed agreement between the State of Oregon and the City of Hillsboro, pertaining to a water main revision in the Forest Grove-Cornelius Section.

G. E. Rohde
per mmb
G. E. ROHDE
Assistant Counsel

GER:mmb
Encls.

293

RECEIVED
SEP 18 1957
FOR FILING
E-18.3
57-16

September 17, 1957

Mr. C. F. Thomas
Chief Engineer
Spokane, Portland & Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Mr. Thomas:

Last Friday, September 13, I left with Mr. Hoy plans showing the track revisions on 19th Avenue in Forest Grove necessitated by the reconstruction of this street as a part of the one-way couplet. Since your company is operating over a public street, the cost of revision of these tracks to accommodate reconstruction for street purposes should be borne by your company. I would appreciate your consideration of this matter and conference with you as to whether the work should be done by your forces or as a part of our contract work, subject to reimbursement for the cost. I would also like for you to check over the details of reconstruction of the railroad shown on these plans as to whether they meet with your needs.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Tom Edwards

Ordinance 161

An Ordinance granting to the Oregon Electric Railway Company, an Oregon corporation its successors and assigns, the right to lay, construct and maintain railway and street car tracks, and to operate street cars or other cars thereover, and to transport passengers, freight, mail, baggage and express thereon, and to erect, construct, maintain and operate power, telegraph, and telephone lines in the City of Forest Grove, county of Washington, State of Oregon.

THE CITY OF FOREST GROVE DOES ORDAIN AS FOLLOWS:

Section 1. The right and privilege is hereby granted to the Oregon Electric Railway Company, a corporation organized under the laws of the State of Oregon, its successors and assigns, to lay down construct, maintain and operate a single or double track railway, with the right to change from one to the other, together with the necessary and convenient switches, cross-overs, sidetracks, turn-outs and connections, and to maintain and operate street cars or other cars over a continuous track to and from all points herein described and to operate cars for the transportation of freight and passengers for hire, and mail, baggage and express over, in and upon the streets of the City of Forest Grove, upon the line hereinafter described, to-wit:

Commencing at a point on the north line of North 1st Avenue, in said City of Forest Grove, according to the recorded plat thereof, which point is situated 329.7 feet, more or less, east of the intersection of the north line of said North 1st Ave. with the east line of 3rd Street, in the City of Forest Grove; thence extending in a generally southwesterly direction over and across the intervening private property, and across 3rd Street, Pacific Avenue, Second Street, 1st Street, and to and upon 1st Avenue, and over and along said 1st Ave. in a westerly direction to the westerly limits of said street, and also from a point in said 1st Ave. between Main and 1st streets; thence easterly along said 1st Avenue, to the east line of 3rd Street; also on 2nd Street from the south line of Pacific Avenue to the south line of 1st St.

Section 2. The Oregon Electric Railway Company, its successors and assigns, may operate and propel cars over and upon the railway tracks constructed under this authority by means of over-head or underground electric power, storage battery, compressed air, or by any other power than steam, except that in cases of unavoidable emergencies and during construction, steam may be used temporarily as a motive power. And for the purpose of carrying and conveying power and electrical currents, for its own use, and for the operation of its cars, and from one point to another, the Oregon Electric Railway Company, its successors or assigns, may put up, erect, maintain and use upon and over, and put down, construct, maintain and use in and under the streets described herein, and such other streets as may be necessary, the poles and overhead wires, underground slots and conduits, and other necessary and convenient appliances and equipment, for the purpose of operating and maintaining the railway or railways of said grantee, its successors or assigns, and for the purposes hereinabove set forth.

Section 3. That there shall be and is hereby granted to the said Oregon Electric Railway Co., its successors and assigns, the franchise or right to erect poles and construct and maintain telephone, telegraph and power lines upon the streets and places hereinbefore mentioned, for the use of the said Oregon Electric Railway Co., its successors and assigns; all such poles, wires and equipment to be so placed and maintained as not to unneccessarily interfere with public travel upon said streets, or with the wires of other public service corporations as not erected which shall be crossed by the wires of the grantee.

Section 4. The railway tracks constructed by authority of this ordinance shall be laid as nearly as practicable flush with the grade of the streets as they are now established.

Section 5. The Oregon Electric Railway Company, its successors and assigns, shall keep in good and proper condition and repair all that portion of the streets occupied by said railway, the portion thereof between the rails of said railway, and for the width of one foot on the outside of the outermost rails thereof, the said portions of the street and sidewalks occupied by the right of way of the grantee thereon, and to erect, construct, maintain and operate power, telegraph, and telephone lines in the City of Forest Grove, county of Washington, State of Oregon.

THE CITY OF FOREST GROVE DOES ORDAIN AS FOLLOWS:

Section 1. The right and privilege is hereby granted to the Oregon Electric Railway Company, a corporation organized under the laws of the State of Oregon, its successors and assigns, to lay down construct, maintain and operate a single or double track railway, with the right to change from one to the other, together with the necessary and convenient switches, cross-overs, sidetracks, turn-outs and connections, and to maintain and operate street cars or other cars over a continuous track to and from all points herein described and to operate cars for the transportation of freight and passengers for hire, and mail, baggage and express over, in and upon the streets of the City of Forest Grove, upon the line hereinafter described, to-wit:

Commencing at a point on the north line of North 1st Avenue, in said City of Forest Grove, according to the recorded plat thereof, which point is situated 329.7 feet, more or less, east of the intersection of the north line of said North 1st Ave. with the east line of 3rd Street, in the City of Forest Grove; thence extending in a generally southwesterly direction over and across the intervening private property, and across 3rd Street, Pacific Avenue, Second Street, 1st Street, and to and upon 1st Avenue, and over and along said 1st Ave. in a westerly direction to the westerly limits of said street, and also from a point in said 1st Ave. between Main and 1st streets; thence easterly along said 1st Avenue, to the east line of 3rd Street: also on 2nd Street from the south line of Pacific Avenue to the south line of 1st St.

Section 2. The Oregon Electric Railway Company, its successors and assigns, may operate and propel cars over and upon the railway tracks constructed under this authority by means of over-head or underground electric power, storage battery, compressed air, or by any other power than steam, except that in cases of unavoidable emergencies and during construction, steam may be used temporarily as a motive power. And for the purpose of carrying and conveying power and electrical currents, for its own use, and for the operation of its cars, and from one point to another, the Oregon Electric Railway Company, its successors or assigns, may put up, erect, maintain and use upon and over, and put down, construct, maintain and use in and under the streets described herein, and such other streets as may be necessary, the poles and overhead wires, underground slots and conduits, and other necessary and convenient appliances and equipment, for the purpose of operating and maintaining the railway or railways of said grantee, its successors or assigns, and for the purposes hereinabove set forth.

Section 3. That there shall be and is hereby granted to the said Oregon Electric Railway Co., its successors and assigns, the franchise or right to erect poles and construct and maintain telephone, telegraph and power lines upon the streets and places hereinbefore mentioned, for the use of the said Oregon Electric Railway Co., its successors and assigns; all such poles, wires and equipment to be so placed and maintained as not to unneccessarily interfere with public travel upon said streets, or with the wires of other public service corporations as not erected which shall be crossed by the wires of the grantee.

Section 4. The railway tracks constructed by authority of this ordinance shall be laid as nearly as practicable flush with the grade of the streets as they are now established.

Section 5. The Oregon Electric Railway Company, its successors and assigns, shall keep in good and proper condition and repair all that portion of the streets occupied by said railway, the portion thereof between the rails of said railway, and for the width of one foot on the outside of the outermost rails thereof, the said portions of the street and sidewalks occupied by the right of way of the grantee to be kept in such condition or planked, or gravelled, and as to make the same passable and in satisfactory condition for travel.

Section 6. The rate of are or charge for a single passenger shall not exceed five cents for one continuous ride in any direction between points within the limits of the City of Forest Grove.

Section 7. The rights hereby granted shall continue and be in force and effect for and during the period of twenty five (25) years from the date of approval of this ordinance; and within ten days from the approval of this ordinance by the Mayor of the said City of Forest Grove, the said Oregon Electric Railway Company shall file with the City Recorder a written acceptance of the provisions hereof, and shall execute a good and sufficient bond in the sum of five thousant (5000) dollars, to be approved by the Mayor of said City, that the Oregon Electric Railway Company, its successors or assigns, shall, on or before the 31st day of December, 1908, complete the construction of its main track within the City of Forest Grove, and put its railway line in operation from the City of Hillsboro to the City of Forest Grove aforesaid. Provided, however, that if any delay shall be encountered in the procurement of the right of way, or should any strike, litigation or other cause, not within the control of the company, operate to prevent the operation and completion of said railway within the said period, then the time for the completion and operation of said railway shall be extended for the time of such delay.

Section 8. It being necessary for the immediate preservation of the peace, health an safety of the City of Forest Grove, that construction of said railway line shall be commenced immediately, and for said reasons it is necessary that this ordinance shall become immediately operative, an emergency is hereby declared to exist and this ordinance shall take effect and become operative immediately upon its passage by the Council and approval by the Mayor.

Passed the Common Council of the City of Forest Grove, Oregon, on the 9th day of July, 1908.

Robert P. Wirtz, Recorder

B. H. Laughlin, Mayor

An ordinance to establish the elevations of the grade line of the main track of the railroad of the Oregon Electric Railway Company at the intersection of the centerline of said railroad with the center lines of the following streets in the City of Forest Grove, Oregon, to wit:

First avenue north or north First Avenue; Third Street, Pacific Avenue; Second street; First Street; a point on First Avenue opposite the center of Council Street; Main Street and "A" street; and adopting the elevations of the grade line of said main track as now constructed at said street intersections.

THE CITY OF FOREST GROVE DOES ORDAIN AS FOLLOWS:

Section I.

The following elevations of the Oregon Electric Railway Company's main track (top of rail), intersecting the center lines of the streets hereinafter named, in the city of Forest Grove, Oregon be and are hereby adopted and established as the definite grade line of said Railway Company's main track:

Intersection of the center line of Oregon Electric Railway Company's main track and the center line of First avenue north or north First Avenue, 179.22 feet above sea level datum, as determined and established by the said Railway Company, which elevation corresponds to an elevation of 204.44 feet above basis or datum used by the City of Forest Grove.

Intersection of the center lines of said Railway Company's main track and Third Street, 180.60 feet above said Railway Company's datum, or 205.82 feet above said basis or datum used by the said City of Forest Grove.

Intersection of center lines of said Railway Company's main track and Pacific Avenue, 182.20 feet above said Railway Company's datum, or 207.42 feet above said basis or datum used by the City of Forest Grove.

Intersection of the center lines of said Railway Company's main track and Second street, 182.12 feet above said Railway Company's datum, or 207.34 feet above said basis or datum used by the said City of Forest Grove.

Intersection of center lines of said Railway Company's main track and First street, 184.39 feet above said Railway Company's datum, or 209.61 feet above said basis or datum used by the City of Forest Grove.

Intersection of center lines of said Railway Company's main track and Council Street (on First avenue), 186.11 feet above said Railway Company's datum, or 211.33 feet above said basis or datum used by the said City of Forest Grove.

Intersection of center lines of said Railway Company's main track and Main Street 187.80 feet above said Railway Company's datum, or 213.02 feet above said basis or datum used by the City of Forest Grove.

Intersection of center lines of said Railway Company's main track and "A" Street, 192.70 feet above sea level or datum as determined and established by said Oregon Electric Railway Company, or 217.92 feet above said basis or datum used by the said City of Forest Grove.

Section II.

The basis or datum used by the City of Forest Grove and referredto in this ordinance is 239.00 feet below the main door-step of Marsh Hall facing the postoffice, while the corresponding Oregon Electric Railway Company's sea level datum is 213.78 feet below the same point.

Section III.

It being necessary for the immediate preservation of the public peace, health and safety of the City of Forest Grove that the main track of said Railway Company's railroad shall remain at its present elevation in order that the public may with safety cross said railroad tr

First avenue north or north First Avenue; Third Street, Pacific Avenue; Second street; First Street; a point on First Avenue opposite the center of Council Street; Main Street and "A" street; and adopting the elevations of the grade line of said main track as now constructed at said street intersections.

THE CITY OF FOREST GROVE DOES ORDAIN AS FOLLOWS:

Section I.

The following elevations of the Oregon Electric Railway Company's main track (top of rail), intersecting the center lines of the streets hereinafter named, in the city of Forest Grove, Oregon be and are hereby adopted and established as the definite grade line of said Railway Company's main track:

Intersection of the center line of Oregon Electric Railway Company's main track and the center line of First avenue north or north First Avenue, 179.22 feet above sea level datum, as determined and established by the said Railway Company, which elevation corresponds to an elevation of 204.44 feet above basis or datum used by the City of Forest Grove.

Intersection of the center lines of said Railway Company's main track and Third Street, 180.60 feet above said Railway Company's datum, or 205.82 feet above said basis or datum used by the said City of Forest Grove.

Intersection of center lines of said Railway Company's main track and Pacific Avenue, 182.20 feet above said Railway Company's datum, or 207.42 feet above said basis or datum used by the City of Forest Grove.

Intersection of the center lines of said Railway Company's main track and Second street, 182.12 feet above said Railway Company's datum, or 207.34 feet above said basis or datum used by the said City of Forest Grove.

Intersection of center lines of said Railway Company's main track and First street, 184.39 feet above said Railway Company's datum, or 209.61 feet above said basis or datum used by the City of Forest Grove.

Intersection of center lines of said Railway Company's main track and Council Street (on First avenue), 186.11 feet above said Railway Company's datum, or 211.33 feet above said basis or datum used by the said City of Forest Grove.

Intersection of center lines of said Railway Company's main track and Main Street 187.80 feet above said Railway Company's datum, or 213.02 feet above said basis or datum used by the City of Forest Grove.

Intersection of center lines of said Railway Company's main track and "A" Street, 192.70 feet above sea level or datum as determined and established by said Oregon Electric Railway Company, or 217.92 feet above said basis or datum used by the said City of Forest Grove.

Section II.

The basis or datum used by the City of Forest Grove and referredto in this ordinance is 239.00 feet below the main door-step of Marsh Hall facing the postoffice, while the corresponding Oregon Electric Railway Company's sea level datum is 213.78 feet below the same point.

Section III.

It being necessary for the immediate preservation of the public peace, health and safety of the City of Forest Grove that the main track of said Railway Company's railroad shall remain at its present elevation in order that the public may with safety cross said railroad track, and the said Railway Company being desirous of commencing the operation of its said railway line on or before the 31st day of December, 1908, and for said reasons it is therefore necessary that said ordinance shall become immediately operative, and emergency is hereby declared to exist and this ordinance shall take effect and become operative immediately upon its passage by the council and approval by the mayor.

Passed the common council of the City of Forest Grove, Oregon, on the 22nd day of December, 1908.

ROBT. P. WIRTZ,
City Recorder

approved this 23rd day of December, 1908.

BEDFORD H. LAUGHLIN,
Mayor

Attest: ROBT. P. WIRTZ,
City Recorder

State of Oregon)
County of Washington) ss
City of Forest Grove)

I, Robt. P. Wirtz, Recorder of the City of Forest Grove, Oregon, do hereby certify that I have made a careful comparison of the foregoing transcript of Ordinance No. 166 with the original on file at my office, and of which I am the legal custodian and that it is a correct transcript thereof and the whole thereof.

Witness my hand and the seal of the City of Forest Grove, Oregon, this 22nd day of December, 1908.

ROBT. P. WIRTZ,

Recorder of the City of Forest Grove, Oregon.

ORDINANCE NO. 173

An Ordinance amending section 1of an ordinance entitled "An ordinance to establish the elevations of the grade line of the main track of the railroad of the Oregon Electric Railway Company at the intersection of the center line of said railroad with the center lines of the following streets in the City of Forest Grove, Oregon, to-wit: First Avenue north or north First Avenue, Third Street; Pacific avenue; Second Street; First Street; a point on First avenue opposite the center of Council Street; Main Street and "A" Street; and adopting the elevations of the grade line of said main track as now constructed at said street intersections", passed and approved the 23rd day of December, 1908.

The City of Forest Grove Does Ordain as follows:

Section I

That section 1 of an ordinance entitled "An ordinance to establish the elevations of the grade line of the main track of the railroad of the Oregon Electric Railway Company at the intersection of the center line of said railroad with the center lines of the following streets in the city of Forest Grove, Oregon, to-wit: First avenue north or north First Avenue, Third Street; Pacific avenue; Second Street; First Street; a point on First avenue opposite the center of Council Street; Main Street and "A" Street; and adopting the elevations of the grade line of said main track as now constructed at said street intersections" be, and the same is, hereby amended so as to read as follows:

The following elevations of the Oregon Electric Railway Company's main track (top of rail) intersecting the center lines of the streets hereinafter named, in the city of Forest Grove, Oregon, be and they are hereby adopted and established as the definite grade line of said Railway Company's main track:

Intersection of the center line of the Oregon Electric Railway Company's main track and the center line of north First Avenue, one hundred seventy-eight and seventy-hundredths (178.70) feet, according to sea level datum as determined and adopted by said Railway Company, and which corresponds to an elevation of two hundred three and ninety-two hundredths (203.92) feet according to datum used by the City of Forest Grove. Intersection of the center line of the Oregon Electric Railway Company's main track and the center line of Third street, one hundred seventy-nine and seventy-hundredths (179.70) feet, according to sea level datum as determined and adopted by said Railway Company, and which corresponds to an elevation of two hundred four and ninety-two hundredths (204.92) feet according to datum used by the City of Forest Grove.

Intersection of the center line of the Oregon Electric Railway Company's main track and the center line of Pacific Avenue, one hundred eighty one and thirty-five hundredths (181.35) feet, according to sea level datum as determined and adopted by said Railway Company, and which corresponds to an elevation of two hundred six and fifty-seven hundredths (206.57) feet according to datum used by the City of Forest Grove.

Intersection of the center line of the Oregon Electric Railway Company's main track and the center line of Second Street, one hundred eighty-two and twenty hundredths (182.20) feet, according to sea level datum as determined and adopted by said Railway Company, and which corresponds to an elevation of two hundred seven and forty-two hundredths (207.42) feet according to datum used by the City of Forest Grove.

Intersection of the center line of the Oregon Electric Railway Company's main track and the center line of First street, one hundred eighty-five and ten hundredths (185.10) feet according to sea level datum as determined and adopted by said Railway Company, and which corresponds to an elevation of two hundred ten and thirty-two hundredths. (210.32) feet according to datum used by the City of Forest Grove.

Elevation of grade of the center line of said Railway Company's main track on First Avenue, opposite center line of Council Street, one hundred eighty-six and eleven hundredths (186.11) feet according to sea e level datum as determined and adopted by said Railway Company, and which corresponds to an elevation of two hundred eleven and thirty-three hundredths (211.33) feet, according to datum

Elevation of grade of the center line of said Railway Company's main track at the intersection of First Avenue and Main Street, one hundred eighty-seven and eighty-hundredths (187.80) feet, according to sea level datum as determined and adopted by said Railway Company, and which corresponds to an elevation of two hundred thirteen and two-hundredths (213.02) feet according to datum used by the City of Forest Grove.

Section II.

It being necessary for the immediate preservation of the public peace, health and safety of the City of Forest Grove that the main track of said Railway Company's Railroad shall be maintained at the elevations in this ordinance prescribed in order that the public may with safety cross said railroad track and for said reasons it is therefore necessary that said ordinance shall become immediately operative, an emergency is hereby declared to exist, and this ordinance shall take effect and become operative immediately upon its passage by the Council and approval by the Mayor.

Passed the common council of the City of Forest Grove, Oregon, on the 16th day of September, 1909.

Robert P. Wirtz,
City Recorder

Approved this 18th day of September, 1909.

B. H. Laughlin,
Mayor

OREGON STATE HIGHWAY
DEPARTMENT
COLUMNAR TABULATION SHEET

9/11/57

SHEET .... OF .... SHEETS

Forest Grove Council.

Estimate On Railroad Removal & Relocation on 19th Ave.

ITEM	UNIT	PRICE		Amount
Track, Tie, Ballast Const.	890 Lin ft	@ 12.00		10,680.00
Track. Tie. Grouted Const. (3 Street Crossings	260 Lin ft	@ 30.00		7800.00
Track Removal	1400 Lin ft	@ 3.50		4,900.00
Curbs	34 Cu yd	@ 45.00	✓	1,530.00
Pole set back	4	@ 135/each		540.00
Grading	900 cy	@ 1.00		900.00
				$ 26,350.00
Ballast	1000 cy	@ $2.50	2500.-	
Curbs			1530	
Grade			900	
			4930	

RECEIVED
SEP 19 1957
FOR FILING

F-182 (12)

5286

City of Forest Grove

CLIFFORD P. ROWE, MAYOR
M. O. GARDNER, CITY MANAGER-TREASURER
G. E. RICHARDS, RECORDER
JAMES R. SHICK, ATTORNEY

1924 COUNCIL STREET, FOREST GROVE, OREGON

September 17, 1957

Mr. G. S. Paxson, Assistant State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Re: One-way couplet in Forest Grove-SP&S Railway tracts

This is in response to your letter of September 4, 1957, and other communications between our offices.

In the absence of a franchise with the Spokane, Portland, and Seattle Railway our Council feels that the Highway Department and the Railway might properly reach agreement on the matter of the relocation of tracts along 19th Avenue and related problems before the City sets about to act upon any proposed franchise with the railway.

Very truly yours,

M O Gardner

M. O. Gardner
City Manager

MOG/ado

NOTED
G. S. PAXSON

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FOR FILING
F-163(10)
[illegible]

Salem, Oregon
September 5, 1957

Forest Grove-Cornelius Unit

Mr. Mark H. Astrup
Landscape Engineer
Department

Referring to the matter of the islands at the easterly edge of Forest Grove where the one-way street couplet starts and ends, no curbs are to be built or planting done at this time. The island areas will be left open and delineated by jiggle bars.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. Tom Edwards

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 8, 1957

SUBJECT: Forest Grove-Cornelius Unit

To: Mr. Forrest Cooper

Reference is made to our conversation of yesterday in which I recommended the installation of curbs and grass in the traffic islands at the easterly entrance to Forest Grove in lieu of the paving and jiggle bars now specified. The following cost estimates of the two treatments have been worked out in conjunction with the Cost Analyst.

Asphaltic concrete paving and jiggle bars:

Paving 48,000 sq. ft. — 600 tons @ $7.50*	$4,500	
Jiggle Bars — 1155 lin. ft. @ $1.00	1,155	
		$5,655

Curbing, topsoil and seed to grass:

Curbing 1220' — 41 cu. yds. @ $50	$2,050	
Topsoil (stripping, placing) — 1800 cu. yds. @ $.75	1,350	
Seeding to grass — 48,000 sq. ft. @ $.03	1,455	$4,855

Additional fill to replace topsoil:

Excavation — General excavation 1,000 cu. yds.		
Shrinkage .... 200 " "		
1,200 cu. yds. @ $.75		900
Long Overhaul @ $.30 "C" yd. sta.		110
Short Overhaul @ $.01 yd. sta.		78
		$5,943

* If performed by grading/paving contractor — $7.50 per ton.
If performed by separate contract — $12.50 per ton.

NOTED
FORREST COOPER

It is my opinion that the change to curbs and grass will present a more satisfactory appearance, that it will be the easiest to maintain, that it will be the most effective in controlling traffic by prohibiting parking and driving over the islands, and the appearance of these grassed islands has a public relations value in improving the entrance to the city.

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MHA vjl

cc Mr. Tom Edwards

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11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

F-185(12)

5196

September 4, 1957

Mr. M. O. Gardner
City Manager
City Hall
Forest Grove, Oregon

Re: One way couplet in
Forest Grove

Dear Mr. Gardner:

The one-way couplet which uses 19th Avenue for eastbound traffic involves the moving of the S.P.& S. Railway Company's tracks which now go down the center of the street between Council and "D" Streets. Question arises as to what the rights of the S.P.& S. Railway Company are for the occupancy of this city street. I would appreciate your advice in the matter and would like to have a copy of the franchise under which they operate on this street if such a franchise is in existence.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams

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SEP 13 1957
FOR FILING

F-123(18)

2296

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 3rd, 1957

SUBJECT: Forest Grove One-Way Couplet
Moving S.P. & S. R.R. Tracks

To: Mr. G. S. Paxson
Ass't. State Highway Engineer
Office

Herewith are two prints showing proposed shift at S.P. & S. (Oregon Electric) R.R. Co. tracks on 19th Avenue in Forest Grove, to be used in securing needed agreements.

The Bureau of Public Roads has given the opinion that with the tracks moved out of automotive traffic lanes the project will be acceptable for federal participation. The S.P. & S. engineering staff has been contacted and the general design features cleared with them. The Forest Grove City Engineer has reviewed the plan and has gone over the Council St.-"B" St. area with John Burton, Resident Engineer, in regard to number, size and position of driveways through the outer curb along the railroad realignment. Power pole shifting where required has been cleared with the Forest Grove Electrical Engineer.

The greatest problem in making the track shift will be that of grades between "A" and "B" streets. A proposed grade revision is shown but should be given some further study by the railroad engineers.

Tom Edwards
Construction Engineer

By Lloyd P. Shaw

Lloyd P. Shaw
Urban Engineer

NOTED
G. S. PAXSON

Enc.

cc to: Tom Edwards

RECEIVED
SEP 4 - 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
August 30, 1957

One-way Couplet Agreement
Forest Grove-Cornelius Unit
Forest Grove-Hillsboro Section
Tualatin Valley Highway
City of Forest Grove

Mr. Leonard I. Lindas
OFFICE

The State Highway Commission plans to call for bids on the subject named project in the near future. It is requested that an agreement be prepared covering the following points:

RECITALS:

1. That certain highway which has been designated as the Tualatin Valley Highway and which is routed through the city of Forest Grove is a state highway under the jurisdiction and control of the Highway Commission.

2. Under the provisions of ORS 373.010 the State is authorized and directed, whenever the route of a state highway passes through the corporate limits of a city, to select and designate the street or streets over which said highway shall be routed; the State has selected and designated, or will select and designate 19th Street and Pacific Avenue, or portions thereof, together with stretches of highway which may be constructed as per the provisions of this agreement, as part of the Tualatin Valley Highway within the city of Forest Grove, Oregon.

3. Under the provisions of ORS 483.040 the Highway Commission is authorized and directed to provide a uniform system of marking and signing such state highway routes.

4. Under the provisions of ORS 366.775 the Highway Commission is authorized and empowered to enter into an agreement with any county, city, town, or road district for the construction, reconstruction, improvement, or repair of any road, highway, or street on terms and conditions mutually agreed to between the contracting parties. Pursuant to such authority, State and City propose to construct a one-way street couplet for the Tualatin Valley Highway in the city of Forest Grove.

5. In the judgment of the State and City, it is deemed necessary, for the purpose of relieving traffic congestion and to promote the

safety and welfare of the general public as well as afford the traveling public a more convenient route into and through the city, to construct the one-way street couplet in the city of Forest Grove. City, recognizing the benefits which will accrue to it, pledges its complete cooperation with the State to the end that the things set forth herein shall be expeditiously accomplished.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

THINGS TO BE DONE BY STATE

1. State shall prepare all plans, obtain all necessary right-of-way by purchase or otherwise, let and award all contracts, and supervise construction of said project. Attached hereto and marked Exhibit "A" and by this reference made a part hereof, is one sheet of paper setting forth the location and plans of said project.

2. State shall, without cost to City, relocate or reconstruct, or cause to be relocated or reconstructed, all PRIVATELY OWNED utility conduits, lines, poles, mains, pipes, and other facilities which are located on PRIVATE PROPERTY, and which it will be necessary to relocate or reconstruct to conform to the proposed plans for the project.

3. State shall pay to City the actual cost incurred by City in moving, or causing to be moved, the CITY OWNED water and sewer lines, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities that have to be relocated or reconstructed because of this project, whether said City owned property is located on PUBLIC OR PRIVATE PROPERTY. Included in the cost to be paid to City will be the cost of any additional pipe or conduits that the relocation or reconstruction makes necessary, but State shall not pay the City the cost of replacing any existing water or sewer pipes, mains, or conduits, or any meters, hydrants, or valves.

4. In the event new power poles are needed to replace existing poles to gain required vertical clearance, State shall pay to City the cost of said poles; however, City shall allow State reasonable salvage value of existing poles.

5. State, by execution of this agreement, hereby consents to City designating as one-way streets those streets described in paragraph 5 under THINGS TO BE DONE BY CITY.

6. State shall not route traffic over the eastbound branch of the one-way couplet until the proposed project has been completed.

7. State shall, as long as any or all portions remain a route of the state highway, maintain that part between curb lines over which state highway traffic is routed.

8. State, upon completion of the project, shall designate the eastbound leg (19th Street) as a part of the Tualatin Valley Highway.

9. State shall mark and sign the route of the Tualatin Valley Highway No. 29 within the city of Forest Grove.

THINGS TO BE DONE BY CITY

1. City, by execution of this agreement, approves the plans attached hereto, marked Exhibit "A," including the provisions as set forth under THINGS TO BE DONE BY STATE.

2. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all CITY OWNED water, sewer, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project, whether located inside or outside of the city limits. City will be reimbursed by State as set forth in paragraph 3 under THINGS TO BE DONE BY STATE.

3. City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all PRIVATELY OWNED water and sewer lines, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature which are located within any PUBLIC STREET OR WAY within the city limits, and which are required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project. To this end City shall exercise all its municipal powers, including its legislative power, to require the relocation or reconstruction of such facilities.

4. City, by execution of this agreement, does hereby give its consent as required by ORS 373.030(2), to any and all changes of grade, if any there be, in connection with or arising out of the proposed project. City shall save and hold harmless the State of Oregon, the State Highway Commission, the members thereof, its officers, employees, agents, and contractors from any and all claims, causes of action, damages, or costs arising out of any change of grade which may be occasioned by the carrying out of this project, and from any claims, causes of action, damages, or costs predicated upon ORS 373.040. All of the obligations of City under this paragraph are limited to territory within the city limits.

5. City shall enact, and enforce, or keep in effect, the necessary ordinances or resolutions designating the following described streets as one-way streets:

a. Nineteenth Street one-way eastbound from an intersection with B Street easterly to an intersection with Pacific Avenue near the easterly city limits.

b. Pacific Avenue one-way westbound from an intersection with

19th Street near the easterly city limits westerly to an intersection with B Street.

6. City shall adopt an ordinance or resolution, as the case may be, authorizing the mayor and recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.

7. If, upon completion of said project by State, the construction of additional sidewalks or reconstruction of existing sidewalks becomes necessary along the streets described in paragraph 5 preceding, the construction of said sidewalks shall be the obligation of City.

SPECIAL PROVISIONS

1. It is expressly provided that City retains jurisdiction and control over those portions of the right-of-way, including sidewalks, outside of the curb line of the streets affected by this agreement where curbs and sidewalks are in place, and that those portions of said streets outside the curb lines shall be maintained by City.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of Exhibit "A" will be furnished by County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson

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Cornelius - Forest Grove Sec

Salem, Oregon
August 21, 1957

Right of way - property of
Vergil D. Brannock, et ux
Forest Grove-Cornelius Section
Tualatin Valley Highway

Mr. R. L. Porter
Right of Way Engineer
Department

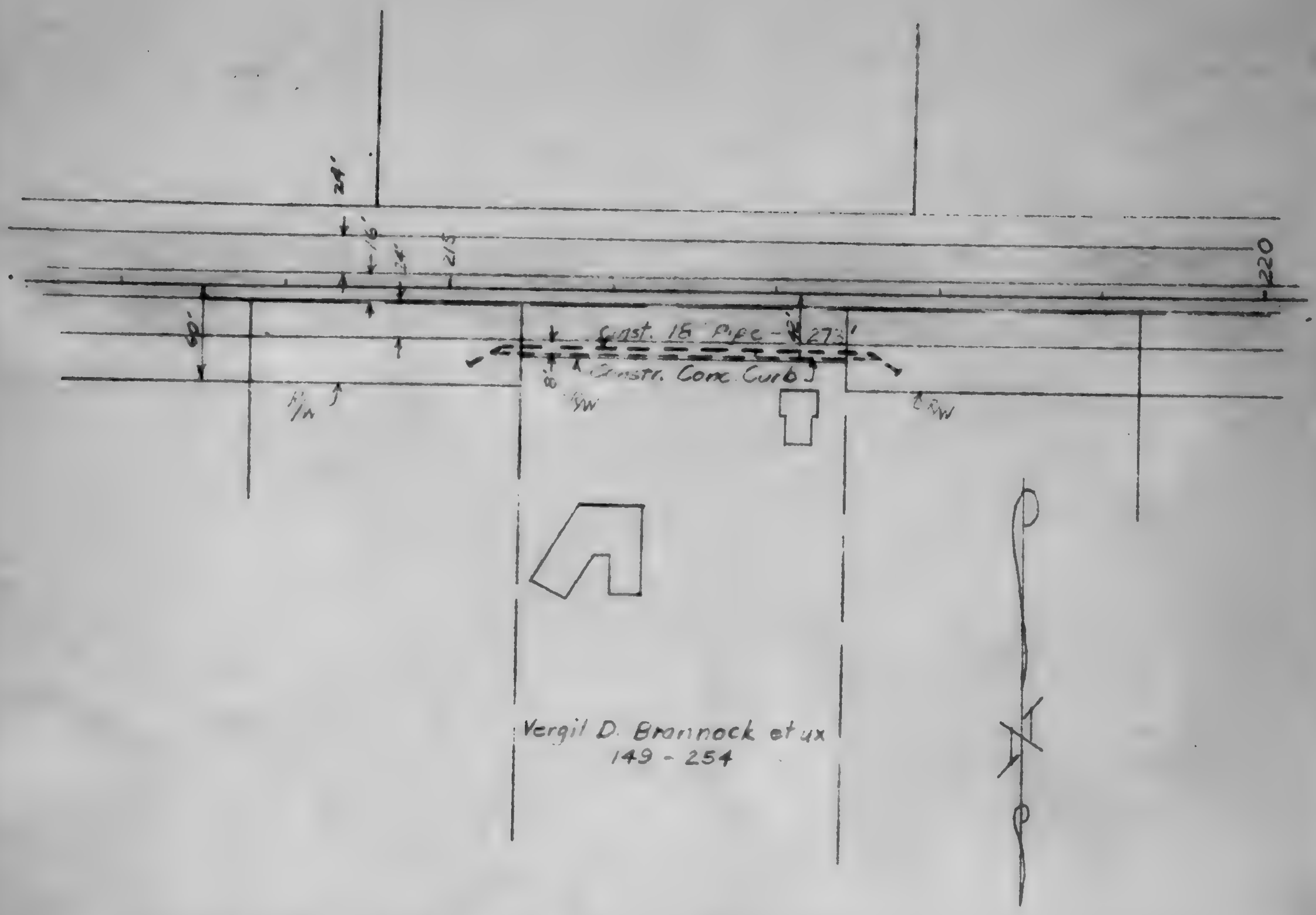
Referring to the matter of the right-of-way taking from Vergil D. Brannock, et ux, the property being located just easterly of the Masonic Home on the Forest Grove Section, I wish to advise that I have had the Construction Department make a study of this matter to see whether it is feasible to reduce the taking. Mr. Brannock, as you know, is a triple amputee, and considerable difficulty has arisen over this taking.

I find that by using a curbed section and placing a pipe in the ditch to handle the drainage the taking can be reduced 18 feet. This would clear the small rental house on the property and might possibly preserve some trees and shrubs, although I am not sure as to this.

As I realize this is a difficult case, I call the matter to your attention for your consideration in your dealings on this property. Should you deem that it is advantageous to make the change outlined in this letter, please advise. I am attaching a copy of a sketch map which shows the details.

Forrest Cooper
Deputy State Highway Engineer

FC:me
Encl.
cc Mr. W. C. Williams
Mr. Tom Edwards


24'
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60'
Const. 18" Pipe - 273'
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8'
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R/W
R/W
Vergil D. Brannock et ux
149 - 254

OREGON STATE HIGHWAY DEPARTMENT
BRANNOCK PROPERTY
FOREST GROVE - CORNELIUS SEC.
TUALITAN VALLEY HWY
SCALE 1"=100' WASHINGTON CO. AUG. 1957

Braunock Property
Fore Grove - Cornelius Sectio
Tualatin Valley Hwy.

orrest Cooper —

Herewith are 3 copies of a tentative plan to limit right of way taking thru the subject property to a minimum.

A curbed section is herein substituted for the normal rock slope. One and one half feet clearance from face of curb to R/W line will permit adjustment to irregularities in adjacent ground surface.

Stew

E L
FORREST COOPER

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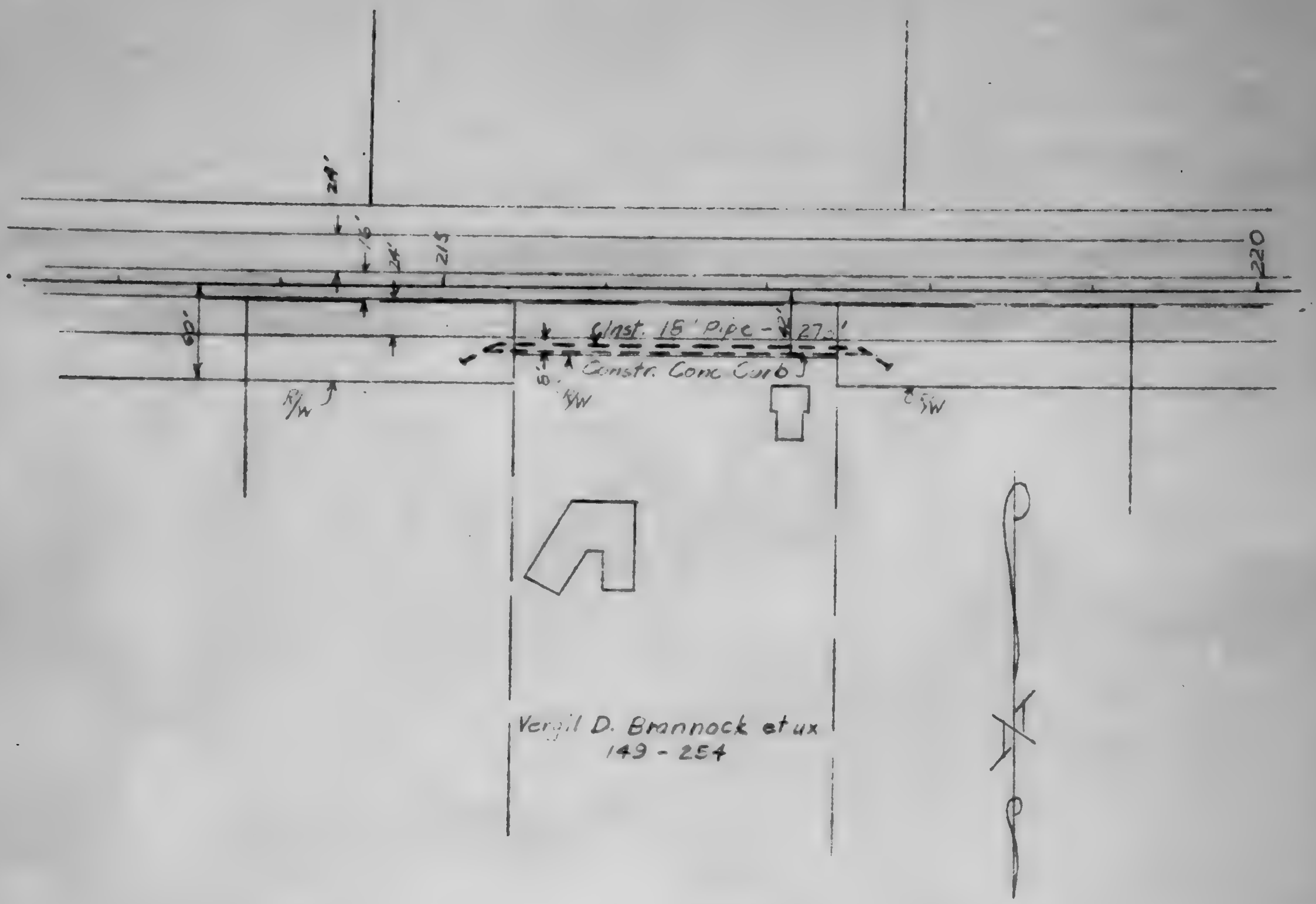
AUG 21 1957
OFFICE OF
STATE HIGHWAY ENGINEER


24'
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220
60'
Inst. 18" Pipe - 27.1'
8'
Constr. Conc. Curb
R/W
R/W
℄ SW
Vergil D. Brannock et ux
149 - 254

OREGON STATE HIGHWAY DEPARTMENT

BRANNOCK PROPERTY

FOREST GROVE-CORNELIUS SEC.

TUALITAN VALLEY HWY

SCALE 1"=100' WASHINGTON CO. AUG 1957

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June 25, 1957

Mr. Homer H. Waltz
1831 Pacific Avenue
Forest Grove, Oregon

Dear Mr. Waltz:

In reply to yours of June 24 I am pleased to advise you that the State Highway Commission has advanced the completion of the Cornelius-Forest Grove Section by about one year. It is now planned (provided the rights of way can be acquired in sufficient time) to contract this section in September of this year, to the end that the project can be completed during the 1958 working season.

I can give you no information relative to when improvements might be made on Highway 47 southerly from Forest Grove. It has been a considerable drain on available funds to improve Highway 47 between Forest Grove and Portland. There are no contemplated improvements south of Forest Grove in the Commission's program at this time.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Mr. Forrest Cooper

HOMER WALTZ AGENCY

[redacted]

1831 PACIFIC AVENUE FOREST GROVE, OREGON TELEPHONE 1501

June 24, 1957

NOTED
W. C. WILLIAMS

Mr. W.C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Reference is made to your letter to me dated November 20, 1956 in which you state that the highway commission will "give high priority to completing the Tualatin Valley Highway from Cornelius into Forest Grove".

Ofcourse, you know that our committee and the Chamber of Commerce are vitally interested in this project and any word from you concerning the status of this improvement would certainly be appreciated. There have been rumors of consideration being given to the early completion of this project so I am asking if you would care to give us the status report at this time.

Our committee is also active in the Highway 99W Alternate Association and are, ofcourse, interested in seeing some improvement made on Highway 47. This road is very hazardous and serious accidents occur on it almost every week as you know. If there is any suggestion you have of things we might do to expedite the modernization of this important highway or if you have any plans for early consideration I would appreciate hearing from you at your convenience.

Yours very truly,

Homer Waltz

Homer H. Waltz

HHW:nb

cc: M:O. Gardner
Arnold Franks

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JUN 25 1957
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STATE HIGHWAY COMMISSION

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November 20, 1956

Mr. Homer Waltz, Chairman
Roads and Highways Committee
Forest Grove Chamber of Commerce
Forest Grove, Oregon

Dear Mr. Waltz:

I appreciate your letter of November 13, having reference to the appearance of the Highway 99W Alternate Association before the State Highway Commission on November 9.

As to the continuance of improvement of the Tualatin Valley Highway, you have previously been advised that the Highway Commission, in formulating a program two years hence, will give high priority to completing the Tualatin Valley Highway from Cornelius into Forest Grove. I can give you no assurance as to when improvements between Forest Grove and McMinnville may be started, but the Highway Department has this section in mind as one of those, state-wide, that is definitely in need of improvement.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Mr. Forrest Cooper

FOREST GROVE CHAMBER OF COMMERCE
FOREST GROVE, OREGON

MEMBER
OF
CHAMBER OF COMMERCE
OF THE
UNITED STATES OF AMERICA

W. C. WILLIAMS

November 13,1956

Mr. Wayman C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

We of the Forest Grove Chamber of Commerce wish to thank you and the State Highway Commission for the opportunity of meeting with you last Friday at Portland.

As a participating member of the Highway 99W Alternate Association our chamber feels that the entire section of highway discussed by this group is of utmost importance, but due to the representation of the various towns at the meeting , we feel that it was difficult to pin point any particular section of the route.

We hope that you will continue to lend your efforts towards the continuance of the Tualatin Valley Highway through Forest Grove and South to McMinnville. We feel that the completion of the four lane stretch from the west city limits of Cornelius through Forest Grove is vitaly important and that the section of highway between Forest Grove and McMinnvile be given the earliest consideration towards being brought to present day standards.

Thank you again for all past courtesies and I am looking forward to seeing you again in the near future.

Sincerely,

Homer Waltz

Homer Waltz
Chairman, Rodds and Highway Commission

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1956
OREGON
STATE HIGHWAY COMMISSION

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MAY 8 - 1957
FOR FILING

May 8, 1957

Oregon State Highway Commission

Gentlemen:

We have been making plans for four-laning the Tualatin Valley Highway from Beaverton to Forest Grove. All of the work has been contracted except the section from Reedville to Hillsboro and a short section on the Forest Grove end.

Surveys have been completed, which call for four-laning from the westerly end of the present contract to the easterly urban boundary of Forest Grove, a distance of approximately 3,300 feet. The unit of work within the boundaries of Forest Grove calls for a one-way street couplet, using the present route for westbound traffic and 19th Avenue, which is one block to the south, for eastbound traffic. Funds from which this project could be financed are included in the proposed program for the 1961-62 fiscal year. It is my recommendation that the project, which will cost $425,000 (construction $300,000, right of way $125,000), be advanced, funds for financing being taken from the item in the ten-year program in Division 1 - Primary - Sunset Highway, Washington County Line-Southwest 14th Street. The money thus used would be replaced from an item in the proposed three-year budget - Division 1 - Primary - Tualatin Valley Highway, Reedville-Hillsboro, for which a tentative amount of $1,200,000 is listed. Traffic studies indicate that the Forest Grove section should be constructed ahead of the Reedville-Hillsboro.

It is recommended that you approve the survey and acquisition of right of way, so that the project may be prepared for contracting. I am attaching a map on which the details of location and cross section are shown.

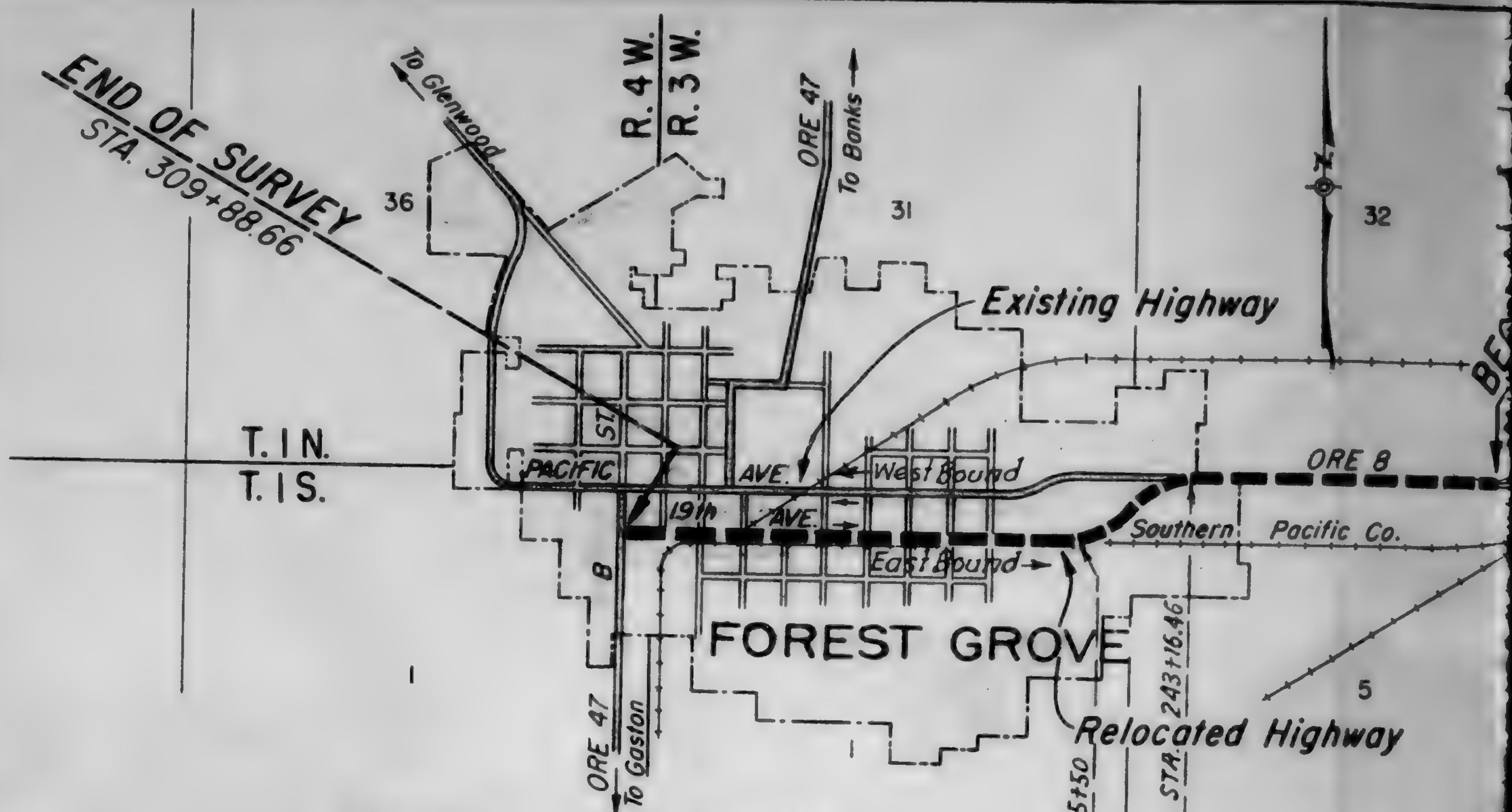
This matter will be on the agenda for your consideration on May 16-17.

Very truly yours,

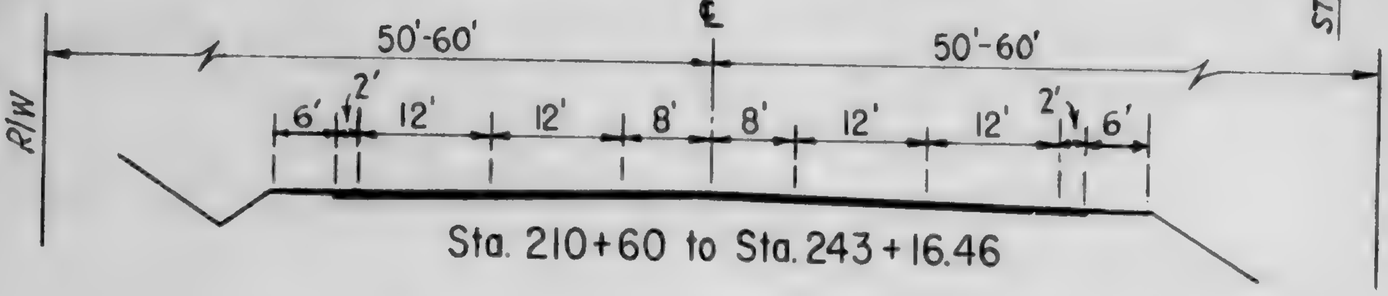
W. C. Williams
State Highway Engineer

FC:me fn
Encl.

cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. R. L. Porter Mr. C. H. Maison


END OF SURVEY
STA. 309+88.66
To Glenwood
R. 4 W.
R. 3 W.
ORE 47
To Banks
36
31
32
Existing Highway
T. 1 N.
T. 1 S.
ST.
PACIFIC
AVE.
West Bound
ORE 8
19th
AVE.
Southern Pacific Co.
East Bound
B
FOREST GROVE
1
5
ORE 47
To Gaston
STA. 255+50
STA. 243+16.46
Relocated Highway

TYPICAL SECTIONS


R/W
50'-60'
℄
50'-60'
6'
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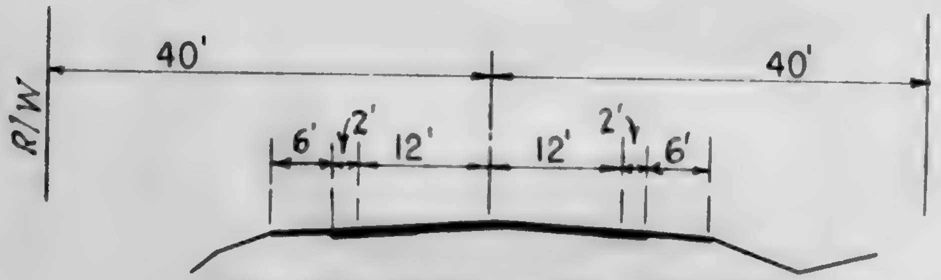
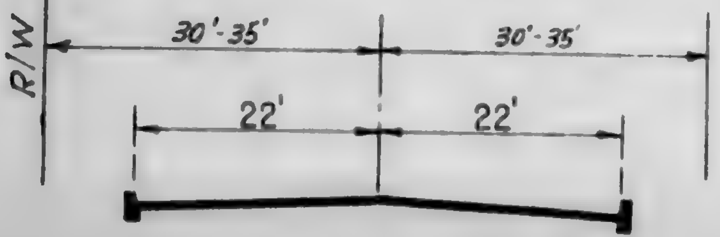
Sta. 210+60 to Sta. 243+16.46


R/W
40'
40'
6'
2'
12'
12'
2'
6'

Sta. 243+16.46 to Sta. 255+50


R/W
30'-35'
30'-35'
22'
22'

Sta. 255+50 to Sta. 309+16.46

ORE

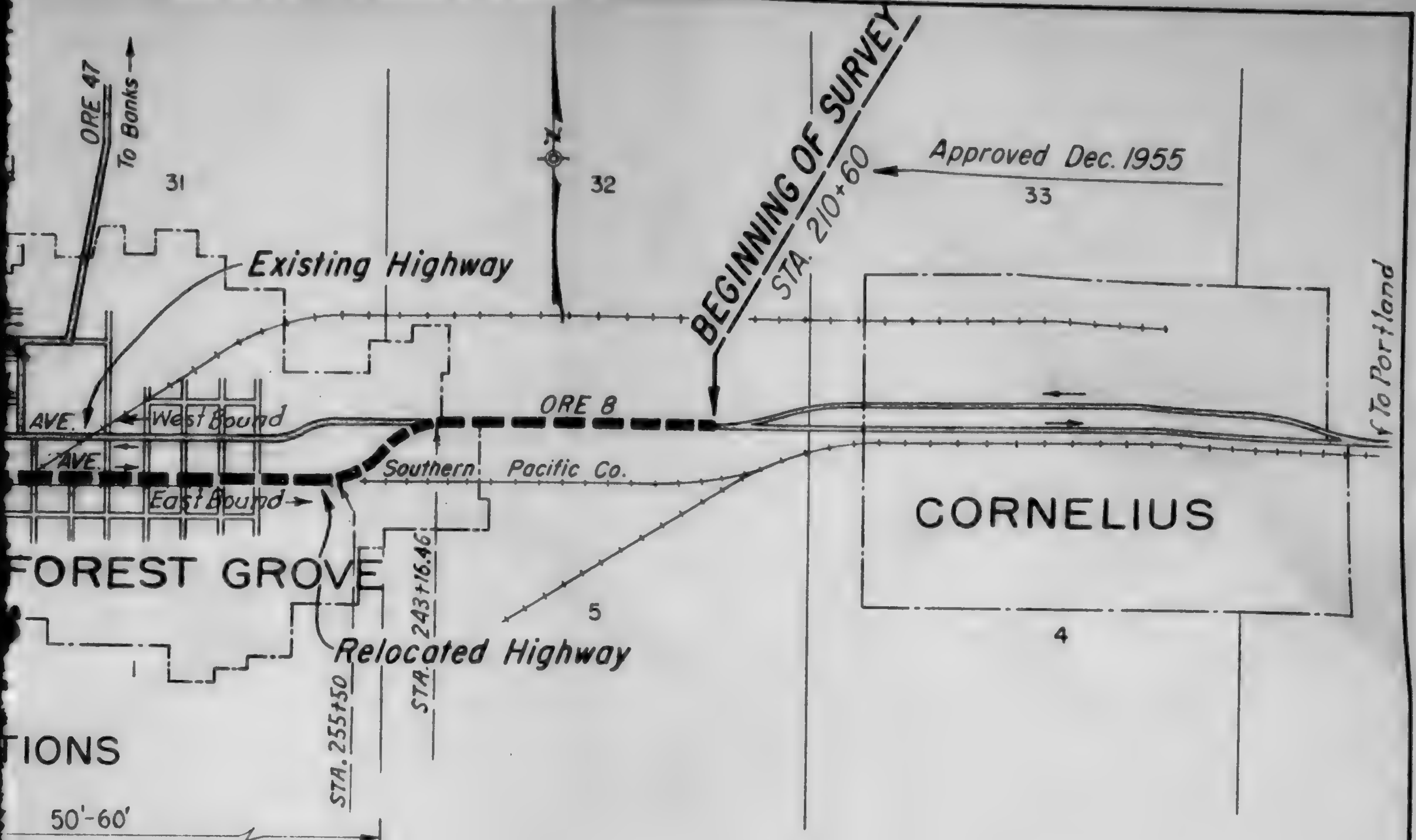
FORES
FORES

Scale

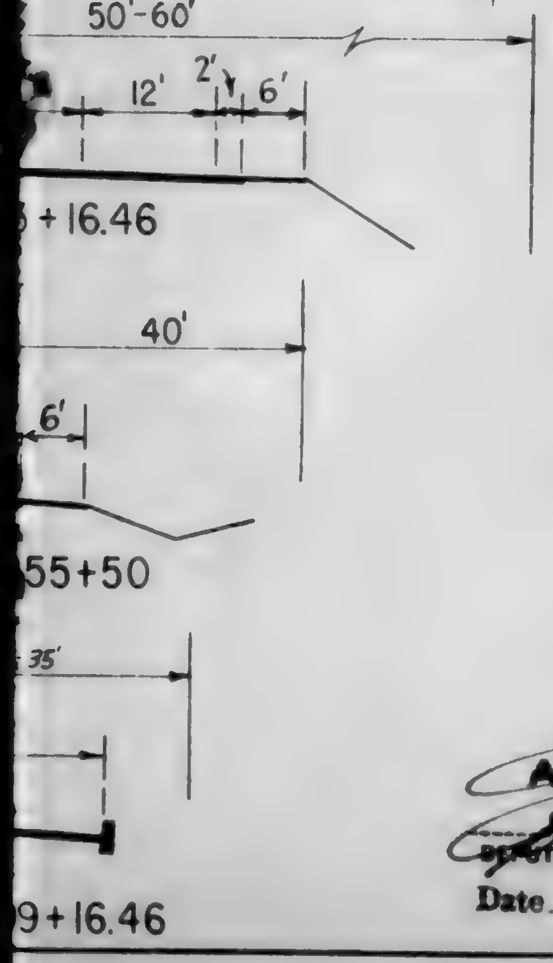
APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date April 6, 1957

S

IR-5-1010


ORE 47
To Banks
31
32
33
Existing Highway
BEGINNING OF SURVEY
STA. 210+60
Approved Dec. 1955
To Portland
AVE.
West Bound
AVE
ORE 8
Southern Pacific Co.
East Bound
CORNELIUS
FOREST GROVE
STA. 243+16.46
5
4
Relocated Highway
STA. 255+50

TIONS


50'-60'
12'
2'
6'
+16.46
40'
6'
55+50
35'
9+16.46

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

FOREST GROVE-CORNELIUS UNIT, FOREST GROVE-HILLSBORO SECTION

TUALATIN VALLEY HIGHWAY

WASHINGTON COUNTY

DRG. NO. IR-5-1010

Scale: 1"=2000' April, 1957

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date April 6, 1957

See 8B-5-6 for details, Dated April, 1957
" 6B-34-20 " " " Aug., 1949

FORM E30—50M—8-50—96654

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 29, 1957

SUBJECT:

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Herewith seven copies of a sketch map of the Forest Grove-Cornelius Section of the Tualatin Valley Highway, for use in securing Commission approval of the survey. You will note that this section takes in the 19th Avenue Connection in Forest Grove.

Tom Edwards
Construction Engineer

By Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:ob

Encls.

[illegible] ED
[illegible] COOPER

RECEIVED
APR 29 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 17 1957
FOR FILING
E 183
5016

April 17, 1957

Mr. M. O. Gardner
City Manager
City of Forest Grove
1924 Council Street
Forest Grove, Oregon

Dear Mr. Gardner:

In reply to your letter of April 12, I suggest that you tell Mr. Bert C. Mills that the City of Forest Grove has been promoting a one-way street couplet and has been working with the Highway Commission on the matter. You might further tell him that surveys are being completed at the present time and that, at such time as funds are available, the project will be considered by the Highway Commission.

This is about all of the information that is available at this time, and, as no work has been programmed, it is impossible to state when construction will be undertaken but the Commission has assured this project high priority in the next program for construction.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:me fn

City of Forest Grove

CLIFFORD P. ROWE, MAYOR
M. O. GARDNER, CITY MANAGER-TREASURER
G. E. RICHARDS, RECORDER
JAMES R. SHICK, ATTORNEY

1924 COUNCIL STREET, FOREST GROVE, OREGON

April 12, 1957

REFERRED TO
Cooper
By State Highway Engineer

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

The attached letter is self-explanatory. How would you suggest that we answer this letter inasmuch as we have nothing firm on this project? Thank you.

Yours truly,

M O Gardner
M. O. Gardner
City Manager

MOG/ado

Enc.

RECEIVED
APR 15 1957
OREGON
STATE HIGHWAY COMMISSION

SPECIALIST: SERVICE STATION, GARAGE AND PARKING PROPERTIES

BERT C. MILLS
REAL ESTATE BROKER

Sales and Leases Business Buildings ● Industrial and Income Property
Business Opportunities

[illegible] S. W. 5th Ave.
~~[illegible]~~
PORTLAND 5, OREGON

CA 8-2307
~~ATwater [illegible]~~
~~ATwater [illegible]~~

April 11, 1957

Mr. Gardner,
City Manager
Forest Grove, Ore.

Dear Mr. Gardner:

We have interested a national retailing firm in purchasing a piece of property on 19th Street in your city, and building thereon a sizeable facility.

This purchase and development is predicated on our client's understanding that the City of Forest Grove and the State Highway Department have agreed upon a plan for dividing the highway through the City - that westbound traffic will flow one-way on Pacific Street and eastbound traffic one-way on 19th Street.

Our client is not interested in the development if the traffic on 19th Street is not so planned.

Would you be good enough to let us know at your very first convenience as to whether or not the above-mentioned plan has been agreed upon as and when the necessary monies become available.

Thanking you for your courtesy, we remain

Yours truly,

BCM/j

Bert C. Mills

T

RECEIVED
APR 18 1957
FOR FILING

F 15 (12)

5096

April 15, 1957

Mrs. B. A. Duncan
Forest Grove, Oregon

Dear Mrs. Duncan:

I wish to acknowledge receipt of your letter of April 13 in which you urge improvement of the Tualatin Valley Highway into Forest Grove.

I shall be pleased to bring your letter to the attention of the members of the State Highway Commission and the State Highway Engineer for their consideration.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
W. C. Williams

Dear Sir.

I am writing in regard to the new highway Coming into Forest Grove. please dont let it Just end that way or we Of Forest Grove will have to build a Hospital Close by to take care of the axidents. we all hope you Can help do somthing about this.

Sincerly

Mrs B. A. Duncan

Forest Grove, Ore

KNOWLEDGED
H. B. GLAISYER

Dear Sir.

I am writing in regard to the new highway Coming into Forest Grove. please dont let it Just end that way or we Of Forest Grove will have to build a Hospital Close by to take care of the axidents. we all hope you can help do somthing about this.

Sincerly

Mrs B. A. Duncan

Forest Grove, ore

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
APR 11 1957
FOR FILING

F-18-2(18)

2096

April 11, 1957

Mr. D. E. Brigham
D. E. Brigham Insurance Agency
1803 Douglas Street
Forest Grove, Oregon

Dear Mr. Brigham:

This acknowledges your letter of April 8, 1957 stating your interest in the construction of a four-lane highway facility into Forest Grove, and the elimination of what you term an extremely bad traffic situation that now exists on the highway through your city.

I will bring your letter to the attention of the State Highway Commission and the State Highway Engineer for their information.

Thanking you for your interest, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ejd
cc - Commissioners
- W. C. Williams

RECEIVED
APR 11 1957
FOR FILING

F-18-(18)

3096

April 11, 1957

Mr. D. E. Brigham
D. E. Brigham Insurance Agency
1803 Douglas Street
Forest Grove, Oregon

Dear Mr. Brigham:

This acknowledges your letter of April 5, 1957 stating your interest in the construction of a four-lane highway facility into Forest Grove, and the elimination of what you term an extremely bad traffic situation that now exists on the highway through your city.

I will bring your letter to the attention of the State Highway Commission and the State Highway Engineer for their information.

Thanking you for your interest, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ejd
cc - Commissioners
- W. C. Williams

D. E. BRIGHAM INSURANCE AGENCY
1803 Douglas Street
Forest Grove, Oregon
Phone # 203

April 5, 1957

State Highway Dept.
H. B. Glaisyer, Sect.
Salem, Oregon

Dear Sir:

As a citizen and property owner of Forest Grove, I'm very much interested in seeing that the four-lane highway is completed into Forest Grove. The traffic situation on Pacific highway through the town is extremely bad, and I'm sure you would agree that if you would have the incoming traffic on Pacific and the out-going on 19th as you formerly planned, that there would be less congestion and certainly we are entitled to have that short piece of work completed on completion of the four lanes from Cornelius to Forest Grove.

There is a pretty good chance that we will have a death or two where the two roads come together, as they will form a sort of bottleneck. We would appreciate it if you would give this matter your earnest consideration.

Yours very truly,

D E Brigham

D. E. Brigham

DEB:jfr

RECEIVED
APR 8 1957
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
APR 2 - 1957
FOR FILING
F 1831121

5096

April 2, 1957

Donald E. Rust, and
Jewell F. Rust
1815 23rd Avenue
Forest Grove, Oregon

Dear Sir and Madam:

This is to acknowledge receipt of your letter of March 27, 1957, in which you urge the State Highway Commission to give immediate attention to the improvement of the Tualatin Valley highway between Cornelius and Forest Grove, by construction of a four lane facility into the city of Forest Grove.

Your letter will be brought to the attention of the State Highway Commission and State Highway Engineers.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HGB:ejd
cc - Commissioners
Robt. B. Chessman
W. C. Williams

Forest Grove, Oregon
1815 23rd Ave.
March 27, 1957

State Highway Commission
H. B. Glaisyer, Sect.
State Highway Bldg.
Salem, Oregon

Dear Sir:

We have become increasingly aware of the terrible traffic condition existing in our territory by the bottleneck on the highway between our city and Hillsboro. We have occasion to travel this highway at least twice weekly, and it becomes increasingly irritating to try to reach Hillsboro, inasmuch as this stretch of road has never been transformed into a four lane highway, as it was intended.

Now we are given to understand that when the present plans for this highway are completed on the present contract, it will reach a point between Cornelius and Forest Grove, where the four-lane road will merge into a two-lane road and continue thusly into Forest Grove.

We feel that this situation will creat a death-trap, and we desire that something be done to correct the situation in the immediate future. We have talked with a goodly number of the citizens of the surrounding territory, and they are all of the same opinion, that inasmuch as new contracts are being let to start other projects about the state, That Forest Grove should have this four-lane road completed clear into town before the end of another year.

Will you please exert your influence on behalf of the citizens of Washington County, to see that this highway is completed.

Yours very truly,

Donald E. Rust.
Donald E. Rust
Jewell F. Rust.
Jewell F. Rust

RECEIVED
APR 1 1957
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

P

ECEIVED
SEP 26 1956
FOR FILING

September 25, 1956

Mr. H. W. Gardner
City Manager
City Hall
Forest Grove, Oregon

6561

Dear Mr. Gardner:

We have had several conferences with you and your planning consultants as to information on the plans of the Highway Commission in the neighborhood of Forest Grove. I am sorry that the information that we can give you is only tentative and probably is not as much as you really need for your purpose, but such as we have we are very glad to furnish to you.

I believe the following five items fairly well cover the field of the discussions:

1. Future plans call for the improvement of the Tualatin Valley Highway easterly from Forest Grove to four lanes of moving traffic.

2. When traffic capacities demand the implementation of a one-way couplet utilizing Pacific Avenue westbound and 19th Avenue eastbound connecting between the easterly city limits of Forest Grove and "B" Street, such a project will be considered.

3. At some future date the Tualatin Valley Highway between Forest Grove and McMinnville will be reconstructed to present-day standards as to geometric design, gradient and alignment. The exact location is unknown at this time, and no estimate can be made as to when it will be done.

4. At such time as the Nehalem Highway between Forest Grove and Banks develops a capacity deficiency, the Department will give consideration to its reconstruction. As to whether it would be reconsidered on its existing location or another location cannot be determined now.

5. The Gales Creek road is only a temporary route of the Wilson River Highway, and when the Glenwood-North Plains section is complete, it will revert to county-road status.

We would appreciate being kept in touch with developments of your planning, which may have considerable effect upon our own planning in the vicinity of your city.

Very truly yours,
W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. Forrest Cooper
Mr. F. B. Crandall

GSP:gs

P

RECEIVED
SEP 26 1956

FOR FILING

F [illegible]

5196

September 25, 1956

Mr. H. V. Gardner Forest Grove
City Manager
City Hall
Forest Grove, Oregon

6561

Dear Mr. Gardner:

We have had several conferences with you and your planning consultants as to information on the plans of the Highway Commission in the neighborhood of Forest Grove. I am sorry that the information that we can give you is only tentative and probably is not as much as you really need for your purpose, but such as we have we are very glad to furnish to you.

I believe the following five items fairly well cover the field of the discussions:

1. Future plans call for the improvement of the Tualatin Valley Highway easterly from Forest Grove to four lanes of moving traffic.

2. When traffic capacities demand the implementation of a one-way couplet utilizing Pacific Avenue westbound and 19th Avenue eastbound connecting between the easterly city limits of Forest Grove and "B" Street, such a project will be considered.

3. At some future date the Tualatin Valley Highway between Forest Grove and McMinnville will be reconstructed to present-day standards as to geometric design, gradient and alignment. The exact location is unknown at this time, and no estimate can be made as to when it will be done.

4. At such time as the Nehalem Highway between Forest Grove and Banks develops a capacity deficiency, the Department will give consideration to its reconstruction. As to whether it would be reconsidered on its existing location or another location cannot be determined now.

5. The Gales Creek road is only a temporary route of the Wilson River Highway, and when the Glenwood-North Plains section is complete, it will revert to county-road status.

We would appreciate being kept in touch with developments of your planning, which may have considerable effect upon our own planning in the vicinity of your city.

Very truly yours,
W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. Forrest Cooper
Mr. F. B. Crandall

GSP:gm

FORM 230—50M—2-55—82966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 21, 1956

SUBJECT: Highway Improvement Projects
Forest Grove and Vicinity

To: G. S. Paxson
Asst. State Highway Engineer
Office

I call your attention to Mr. Crandall's letter of July 23 to Mr. Williams on the above subject, and more specifically, the last paragraph on the first page of his letter. In reviewing the program prepared and tentatively adopted by the Commission there are no specific projects listed in Forest Grove and vicinity germain to this subject. In reviewing a preliminary five-year program in the hands of the Construction Division I again am unable to pinpoint any specific projects in Forest Grove or vicinity or, if any projects are contemplated I understand we are not at liberty to so advise the City.

I am at a loss to know how to proceed with our tentative committment to furnish to the City future highway developments so that they may include them in their planning. Might I suggest that we tell them in general terms as follows:

1. Future plans call for the improvement of the Tualatin Valley Highway easterly from Forest Grove to four lanes of moving traffic.

2. That ~~the Department would be willing to reconsider at some future date~~ when traffic capacities demand the implementation of a one-way couplet utilizing Pacific Avenue westbound and 19th Avenue eastbound connecting between the easterly city limits of Forest Grove and "B" Street. such a project will be considered.

3. That at some future date the Tualatin Valley Highway between Forest Grove and McMinnville will be reconstructed to present day standards as to geometric design, gradient and alignment, the exact location ~~of which~~ is unknown at this time. and no estimate can be made as to when it will be done,

4. That at such time as the Nehalem Highway between Forest Grove and Banks develops a capacity deficiency the Department will give consideration to its reconstruction. As to whether it would be reconsidered on its existing location or another location cannot be determined now.

5. ~~The reconstruction of the Gales Creek FAS Highway would become a matter of study in light of future traffic growth.~~

The Gales Creek road is now a temporary part of the Wilson River highway, and when the Glenwood – [illegible] section is completed, it will revert to county road status.

I realize that I have said practically nothing, and I know it is not the type of information that the City and its Planning Commission desire, but I do not know whether more detail could be stated or not. It might be the better part of wisdom to advise the City that the Highway Department does not have any definite plans for future development of State Primary or Secondary Highways within or in the immediate vicinity of Forest Grove. The Department will, however, conduct detailed studies at periodic intervals to determine this need. I would include this thought with the statement that the Department would welcome the thinking of the City or recommendation by them relating to the future development of State Highways within or in the vicinity of Forest Grove.

J. Al. Head
Assistant Traffic Engineer

JAH:njs

RECEIVED
SEP 24 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 1[illegible] 1956
FOR FILING

FORM E30—50M—11-55—90224

F 183(12)

5096

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7th, 1956

SUBJECT: Forest Grove Delegation

24 To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Reply is made to your letter of August 24th wherein complaint was made by City of Forest Grove people at the last Commission meeting with respect to being advised by Resident Engineer Blickenstaff to withhold building permits in certain areas until agreement had been made as to highway routing and the purchase of right of way undertaken. I attach hereto a copy of Blickenstaff's letter to the City of Forest Grove and Division Engineer Skelton's explanation. I attach also a copy of the letter which apparently generated Blickenstaff's action.

The survey has been completed and the descriptions are in this office, having been held due to the project not being programmed in the coming two years. I recommend that we continue to withhold action until such time as the project can be programmed. It is not now included either in the 2-year approved or the 3-year advance program.

Tom Edwards

Tom Edwards
Construction Engineer

TE:AR
Enc.

NOTED
FORREST COOPER

RECEIVED
SEP 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—11-55—20225

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 4th, 1956

SUBJECT: Forest Grove Delegation

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Reference is made to your letter of August 24th, advising that at the last meeting of the Highway Commission, representatives of the City of Forest Grove advised the Commission they had received a letter from resident engineer Blickenstaff, requesting they withold building permits in a small area where we propose to cross over from the existing Tualatin Valley Highway to the street immediately south of this highway for a one way couplet to extend through Forest Grove.

This one way street plan was originally proposed by the City of Forest Grove several years ago, and was approved by Mr. R. H. Baldock in principle at that time. The City of Forest Grove strongly supports this plan,as the existing route on Pacific Avenue is inadequate in width for a four lane highway, and the cost of widening the existing route would be excessive through the business district.

Shortly after our cutover was staked between the existing highway and the first street south of there, the owner of one parcel of land affected, started construction of a small building on our proposed center line. Resident engineer Blickenstaff discussed this matter with Mr. Gardner, City Manager of Forest Grove, and at his request confirmed this matter in writing. Copy of Blickenstaff's letter of January 30th is enclosed. Descriptions for the property required for this cutover have been submitted to your office. However, as the Cornelius-Forest Grove Section is not included in the two year program, it is probable that the construction of this section will be delayed at least two years.

I have advised Blickenstaff of your instructions, and in the future, matters of this nature, will be cleared through your office.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: L. V. Blickenstaff

RECEIVED
AUG 29 1956
· FOR · FILING

F-183 (12)

[illegible]

Salem, Oregon
August 24, 1956

Forest Grove delegation

Mr. Tom Edwards
Construction Engineer

At the last meeting of the Highway Commission some representatives of the City of Forest Grove informed the Commission that they had received a letter from our Engineer Blickenstaff, requesting that they withhold building permits in certain areas in Forest Grove until agreement had been made as to highway routing.

Will you please look into this matter and see what gives.

Resident Engineers do not have authority to write letters of this type, and we must be very careful and be sure that we do not make any move that will embarrass the Commission.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

RECEIVED
AUG [illegible] 1956
FOR FILING

FORM 230—50M—11-55—90224

7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24th, 1956

SUBJECT: Forest Grove Delegation

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

At the last meeting of the Commission some representatives of the City of Forest Grove informed the Commission they had received a letter from Resident Engineer Blickenstaff requesting that they withhold building permits in certain areas in Forest Grove.

Your attention is directed to the fact that our resident engineers do not have authority to make requests or commitments of any kind. Further, it is our policy that until such time as a location or route has been approved by the Commission, no statements or contacts are made by any of the Department people which indicate a choice or selection of route.

Will you please give me a report on this matter and further caution your field personnel that it is their duty to make the location as directed, and that matters of agreements etc. will be handled by the people charged with that responsibility.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR

cc to: Forrest Cooper

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 13 1956
~~FOR FILING~~

STATE HIGHWAY COMMISSION MEETING

Delegation City of Forest Grove re continuation of improvement of Tualatin Valley Hwy. between Cornelius & Forest Grove

Date August 17, 1956

Time 2:15 p.m.

Name	City or Town	Capacity
1. J. R. Shick (spokesman)	Forest Grove	City Atty.
Joseph R. McCready	Forest Grove	C of C
Hans Running	"	Photographer,
John M. Richardson	"	Editor, "News Times"
Walter Richardson	"	Student
Don Brandan	"	C of C
Richard Fendall	"	"
Chas. E. Cox	"	"
2 Douglas D. Olds	"	"
Thos. Feazle	"	"
Omar Wallace	"	"
Arnold Franks	"	Mgr., C of C
Dr. D. L. Miller	"	Chiropractic Physn., C of C
Kenneth Bump	"	C of C
Walter Haney	"	Citizen
James Sehorn	"	C of C
H. E. Shelton	"	"
Donald Skogseth	"	Pres., C of C
A. M. Austin	"	"
Myron Sheelar	"	"
Mrs. A. M. Austin	"	"
Mrs. Myron Sheelar	"	"
Charles Davis	"	F. G. plumbing Co
Roy Ligon	"	

AGENDA
AUG 17 1956
D

August 8, 1956

Mr. James R. Shick
City Attorney
Forest Grove, Oregon

Dear Mr. Shick:

Mr. R. H. Baldock, State Highway Engineer, has given me a copy of his letter to you dated August 7, 1956, regarding continuation of the improvement of the Tualatin Valley Highway between Cornelius and Forest Grove. He has asked me to advise you when the next meeting of the State Highway Commission will be held.

The next regular meeting of the Commission is scheduled to be held in Portland Thursday and Friday of next week, August 16 and 17. The meeting place is the Queens Room in the basement of the Imperial Hotel. Delegations will be heard on the second day, Friday, August 17. Mr. Baldock has suggested that you arrange to be present at such meeting to discuss the project. Assuming you will adopt his suggestion, and that someone representing the city will attend the meeting, I have reserved for that person's convenience 15 minutes of time to present your case starting at 2:15 P.M., on Friday.

In the event city's representative elects not to be present at such meeting please let me know so I can assign the time to another delegation. Please let me know as soon as you can.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:yp

2:15 PM
Aug. 17, 1956

D

RECEIVED
AUG 8 1956
FOR FILING

6567

August 7, 1956

Mr. James R. Shick
City Attorney
Forest Grove, Oregon

Dear Sir:

Mr. Chandler has asked me to reply to your letter of July 30 having reference to continuation of improvement on the Tualatin Valley Highway from a point westerly of Cornelius on and into Forest Grove.

As your letter states, I wrote to the City Manager on July 20 advising that there are no present plans for completing the project between Cornelius and Forest Grove. I am unable to tell you when the Highway Commission can provide for the extension, as you, of course, must realise that state-wide demands for improvements are of such magnitude that even sorely needed and otherwise desirable projects cannot all be accomplished in the early years of the present federal roads program.

As to belief that this project was approved, I am unable to understand the assumption that the project was approved by the Commission merely based on the State's making a survey. We are making a survey for all of the Tualatin Valley Highway from Beaverton to Forest Grove, some of which, of course, is under contract. In making the survey from Cornelius into Forest Grove, it is not out of order for Mr. Blickenstaff to advise the City Manager that he had been directed to make a survey and to submit right-of-way descriptions for the property required. This nowise indicated any allocations of moneys. Likewise his statement "that it would be of material benefit" if the City discontinued the issuance of building permits in this area, as a continuation of such permit issuance would greatly increase the ultimate cost of acquiring the right of way, again, is no commitment, and, in fact, Mr. Blickenstaff has no authority whatsoever to make any commitments for the State Highway Commission.

The Highway Commission, I am certain, realises the desirability of this work and certainly wishes to continue the improvement when funds are available. I suggest you arrange to see the Commission and discuss the matter frankly. I am sending a copy of this letter to Mr. Glaisyer, Secretary to the Commission, and he will advise you when the next meeting will be.

Very truly yours,

L. H. Baldock
State Highway Engineer

cc Mr. Ben R. Chandler
Mr. H. B. Glaisyer
bc Mr. Chas. H. Reynolds
Mr. M. K. McIver
Mr. W. C. Williams
WCW:me fn

JAMES R. SHICK
LAWYER
200 FIRST NATIONAL BANK BUILDING
FOREST GROVE, OREGON
TELEPHONE 4391

Don—
Will you please
answer this
Ben

NOTED
W. C. WILLIAMS

July 30, 1956

Re: Highway No. 6 Improvements, Cornelius to Forest Grove

Dear Mr. Chandler:

This is written in behalf of the City of Forest Grove and the Forest Grove Chamber of Commerce in the hopes that it may focus the Commission's attention upon Forest Grove's problem in relation to the improvement program on Highway No. 6 between Hillsboro and Forest Grove.

Under date of July 20, 1956, Mr. Baldock wrote to the City Manager of the City of Forest Grove to the effect that there were no present plans for completing the project between Cornelius and Forest Grove. His letter was in answer to one from our City Manager in which our understanding concerning this improvement program was recited. We had been led to believe that the improvement into and through Forest Grove on a one-way grid basis was definitely a planned project and awaited only the release of funds by virtue of the passage of the Federal Act.

We have some difficulty in reconciling Mr. Baldock's assertion that there had been no "commitments made as to the project from Cornelius to Forest Grove", with certain events that have transpired in the past year. We particularly direct your attention to two letters from Mr. L. V. Blinkenstaff, resident engineer. The first addressed to our City Manager stated that the Department had directed him to complete a survey for a one-way street system and to submit right-of-way descriptions for the property required for the proposed cross-over in back of the wrecking yard in Forest Grove. In that letter he went on to say "that it would be of material benefit" if the City discontinued the issuance of building permits in this area. His second letter under date of June 28, 1956, was addressed to Mr. Andy Klein, our City Engineer and requested a map of the water facilities and cost estimates on their relocation along 19th Street between Fern Hill road and B Street.

JAMES R. SHICK
LAWYER

While it may be a technically correct statement when Mr. Baldock says, "You will note that the above does not indicate any commitments made as to the project from Cornelius into Forest Grove", I think any fair minded person will agree that the Highway Department's conduct and prior correspondence justified the inference on our part that this continuation of improvements would be forthcoming in the immediate future.

Frankly, we had thought that the monies allocated for this project were originally intended to bring the four-lane program into and through Forest Grove and that the initial funds were exhausted by virtue of unexpectedly expensive right-of-way acquisition. I think this community has been most patient. The entire area between Forest Grove and Hillsboro has displayed far less agitation than would be factually defensible in view of the fact that the basic project between Hillsboro and Forest Grove is at least ten years over-due. At the time of its completion it will be inadequate. The traffic count records of your department are, we think, quite conclusive on the question of need. We have not been unmindful of the requirements of other areas of the state but are quite convinced that projects have been entered into and completed where the basic justifications were much weaker than ours.

We hope that you will agree that our request at this time for immediate consideration, assuming that this is not a planned project, be given to the completion of the Cornelius-Forest Grove unit of the improvement to four-lanes and the completion of a one-way grid on 19th Street and Pacific Avenue in Forest Grove.

The present plan of terminating this project at the western city limits of Cornelius promises to set up a situation precipitating a community uprising. The area between the proposed terminus of the four-lanes and the intersection of Hawthorne Street with Pacific Avenue, is already built up with commercial establishments that generate substantial on and off the highway traffic. Drawing four lanes of traffic into two at this point will serve to paralyze the movement of vehicles through Forest Grove and effectively bar access to and from the existing businesses. It seems patently violative of all notions of reasonable planning to contemplate terminating this improvement at the point which seems to be indicated.

If it is the Commission's intention to leave this project for some indefinite future time, we earnestly ask that representatives of the City of Forest Grove and of the Forest Grove Chamber of Commerce be privileged to make appearnaces at the Commission's earliest convenience and to continue these appearances at subsequent Commission meetings until the problem is resolved.

Very truly yours,

James R. Shick

James R. Shick

Ben R. Chandler, Chairman
Oregon State Highway Commission
Coos Bay, Oregon

RECEIVED
JUL 25 1956
FOR FILING

FORM 230—50M—2-55—62986

[illegible]

[illegible] 76

Forest Grove
6567

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
July 23, 1956

SUBJECT: Planning Proposals
Forest Grove and Vicinity

To: W. C. Williams
Deputy State Highway Engineer
Office

As stated by you in your letter of July 11, this is to advise that Mr. A. E. Johnson, Assistant Division Engineer; Mr. J. Al. Head, Assistant Traffic Engineer and Mr. J. E. Gately, Traffic Survey Engineer; met with Mr. Mel Gardner, City Manager of Forest Grove; Mr. J. H. Bell, Planning Consultant; and one of Mr. Bell's Planning Technicians, and City Engineer, Andy Cline of Forest Grove.

The discussion can be broken into two areas:

1. What is the Highway Department planning to do on a regional basis and on a local basis in the way of future highway development as would effect the establishment of a major arterial street study in Forest Grove?

2. Can the State Highway Department furnish certain traffic count data to the City of Forest Grove?

Turning first to the matter of the City's major street study, they would like to know what our plans are for the development of the Tualatin Valley Highway between Forest Grove and Portland and between Forest Grove and McMinnville, what plans we have for the development or possible improvement of the Gales Creek County Road to the west of town and the Nehalem Highway north of town, and what FA secondary highway projects in the area would affect the routing of traffic. They are also vitally interested in the overall development of highways between Portland and Forest Grove or within a radius of about 25 miles, as would affect internal plans. They were advised that this project would be studied by the Highway Department and discussed with Mr. Baldock and his Deputy and Assistants to determine what future program the Department might be taking in this area. This project will be undertaken sometime in September by Mr. Head who will work out preliminary plans with Mr. Cooper and present them to the proper parties for approval and ultimate submission to the City sometime in October. The type of plan to be developed is merely a statement that such and such a road will be improved to two lanes, four lanes, etc., without any cost estimates or detail of design.

Turning to the second matter, that of traffic counts, we advised the City that we had already scheduled traffic counts in the City of Forest Grove for the purposes of determining vehicle miles and we would adjust our counts so that they could be taken during October, and we would make available to the City the information from these counts. This will not cost the Department anything as we had already planned to make the counts as a part of our routine program of counting traffic in cities.

I might state as a matter of interest that the City of Forest Grove has contracted with the Bureau of Municipal Research at the University of Oregon a $9000 planning project. This is coming from Federal Funds which the legislature has allowed the Board of Higher Education through the B.M.R. to participate in with the Federal Government. As I understand it, the City of Forest Grove negotiates an agreement with the Bureau and then the Bureau hires a consultant, in this instance they have hired J. Haslett Bell on a per day fee basis for services to the City. I might mention that we determined that the information we are furnishing to Forest Grove is of benefit to the City and is in essence saving the City money because they will turn it over to the Planning Consultant and will not have to pay him for getting this information. Also, the Department representatives in discussing this subject with Mr. Gardner advised him that we were perfectly willing to aid the City, but we are not particularly interested in furthering the cause for private planning consultants.

F. B. Crandall
Traffic Engineer

JAH:njs

cc: R. H. Baldock
G. S. Paxson
Forrest Cooper
A. J. Skelton

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 23 1956
FOR FILING

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[illegible]

cc

July 20, 1956

Mr. M. O. Gardner
City Manager
Forest Grove, Oregon

Dear Mr. Gardner:

Reference is to your letter of July 18 addressed to W. C. Williams, Deputy State Highway Engineer, and, among other matters mentioned, the following is quoted from your letter:

> "Several months ago I wrote to you concerning the progress being made on the one-way grid system in Forest Grove and four-lane improvement of highway No. 6 east to Hillsboro. You responded by saying that the portion of this project from Hillsboro to the west city limits of Cornelius would proceed this year which it is doing. You stated that due to lack of funds the work from Cornelius into Forest Grove would necessarily need to be delayed until such time as the federal highway bill was passed so as to release funds for the completion of our project. We are, therefore, wondering what the construction schedule is for the project from "B" Street in Forest Grove to the west city limits of Cornelius. We would appreciate your advising us of this information as early as possible."

We can find nothing in our records substantiating the statement "... that due to lack of funds the work from Cornelius into Forest Grove would necessarily need to be delayed until such time as the federal highway bill was passed so as to release funds for the completion of our project." While we can find nothing in our records to substantiate this, I do know that my letter to you under date of October 19, 1955 contained the following wording:

> "I must advise you that the Commission has no funds to allocate to such work at this time. All moneys allocated under the old road bill are appropriated.
>
> "We are hopeful that the Congress will enact a road bill shortly after convening in January so that more road funds will be available."

You will note that the above does not indicate any commitments made as to the project from Cornelius into Forest Grove. The fact that the national road bill does provide additional funds in no way insures that every requested project can be immediately consummated. There are no funds programmed as of this time for a section of the Tualatin Valley Highway between Cornelius and into Forest Grove.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:ms:gm

City of Forest Grove

CLIFFORD P. ROWE, MAYOR
M. O. GARDNER, CITY MANAGER-TREASURER
G. E. RICHARDS, RECORDER
JAMES R. SHICK, ATTORNEY

1924 COUNCIL STREET, FOREST GROVE, OREGON

July 18, 1956

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Deputy State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Williams:

Thank you for your letter of July 11 concerning Al Head and A. E. Johnson coming to Forest Grove to discuss our comprehensive planning project and how it would affect the highway department.

These men were here yesterday and we had a very fine discussion with them concerning the material needed from your department to help our study. We want you to know that we appreciate their fine cooperation.

Several months ago I wrote to you concerning the progress being made on the one-way grid system in Forest Grove and four-lane improvement of highway No. 6 east to Hillsboro. You responded by saying that the portion of this project from Hillsboro to the west city limits of Cornelius would proceed this year which it is doing. You stated that due to lack of funds the work from Cornelius into Forest Grove would necessarily need to be delayed until such time as the federal highway bill was passed so as to release funds for the completion of our project. We are, therefore, wondering what the construction schedule is for the project from "B" Street in Forest Grove to the west city limits of Cornelius. We would appreciate your advising us of this information as early as possible.

Yours very truly,

M O Gardner

M. O. Gardner
City Manager

MOG/ado

RECEIVED
JUL 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 26 1956
FOR FILING

F-183(12)

5096

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1956

SUBJECT: Cornelius-Forest Grove
Forest Grove Couplet
Tualatin Valley Highway

To:

6567

Mr. W. C. Williams
Deputy State Highway Engineer

Office

Reference your assignment #6567, this is to advise that the costof construction of the subject-named section is $282,000, right of way $156,000, a total of $438.000.

L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:ep

Attach.

RECEIVED
JUN 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FOREST GROVE CHAMBER OF COMMERCE

FOREST GROVE, OREGON

MEMBER
OF
CHAMBER OF COMMERCE
OF THE
UNITED STATES OF AMERICA

June 16, 1956

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

State Highway Department
Salem, Oregon

Attention: Mr. R. H. Baldock

Dear Mr. Baldock:

This is written to restate the Forest Grove Chamber of Commerce's high interest in the expeditious completion of the east-west one-way routing through our town. We believe that this portion of the proposed improvements in the Hillsboro-Forest Grove area must be consummated simultaneously with the construction of the four-lane route. We are sure that you and your staff agree with us that it is highly undesirable to bring the four lane development to the eastern edge of Forest Grove and there narrow it to the existing two lanes of highway.

Your department's investigations, traffic counts and physical surveys, provide, we are sure, a complete justification for having the Forest Grove portion of this improvement program on the highest level of priority.

Very truly yours,

FOREST GROVE CHAMBER OF COMMERCE

Homer Waltz

Homer Waltz, Chairman
Roads and Highways Committee

HW/lw

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

34-1482

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
A.E. JOHNSON

Portland, Oregon
January 30, 1956

SUBJECT: Cornelius-Forest Grove Section
Tualatin Valley Highway

To:

~~Mr. H. C. Gardner~~
~~City Manager~~
~~Forest Grove, Ore.~~

~~Dear Sir:~~

I am in receipt of a letter from our department in Salem instructing us to complete our survey for the one way street system and to submit right of way descriptions for the property required for the proposed cross over in back of the wrecking yard in Forest Grove.

The letter further states that early purchase of this right of way is anticipated. In view of this it would materially benefit us if you discontinue the isuing of building permits in this area until we have purchased our right of way.

Very truly yours

L. V. Blickenstaff

L. V. Blickenstaff
Resident Engineer

c/c A. G. Skelton

29-1-

Salem, Oregon
January 12th, 1956

Cornelius-Forest Grove
Tualatin Valley Highway

Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

Subsequent to our conversation of yesterday regarding the one-way complet plan in Forest Grove I found that you had previously submitted to this office letters indicating the City Council's and City Planning Commission's approval of the one-way couplet. This was the information that I was calling you about.

In view of the above evidence that the City desires this couplet consisting of Pacific Avenue westbound and 19th Avenue eastbound, as shown on Mr. Blickenstaff's recent sketch map giving an estimate breakdown for these units, will you please complete the survey as indicated on this map. It will be necessary upon completion of the plans for this section to submit a sketch map to the City of Forest Grove asking if they have any objections and requesting a hearing if they do have any, which will be done from the Salem office.

Please plan on completing this survey at an early date, and submit the descriptions so that we can stop the possible building which you recently called to our attention by early purchase of the right of way.

L. H. Young
Ass't. Construction Engineer

LHY:AR

cc to: b. C. Williams

NOTED
FORREST COOPER

RECEIVED
JAN 13 1956

FOR FILING

F-183 (12)
2096

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11th, 1956

SUBJECT: Cornelius-Forest Grove
Tualatin Valley Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

We are in the process of making the survey between Hillsboro and Forest Grove including the improvement of the route through Forest Grove. A section of this from Hillsboro to a point just westerly of Cornelius at approximately Station 206+60 is programmed for the March letting. Two plans are under consideration as follows:

1. Four-lane present route to Hawthorne St. Use existing street (Pacific Ave.) on through town with no improvement. (Widened to 40-foot minimum in 1951).

2. Couplet of Pacific Ave. (westbound) and 19th Ave. (eastbound). This would entail:

   (a) Four-laning of present highway from Cornelius to Fernhill Road.
   (b) Construct two-lane connection Fernhill Road to Hawthorne St.
   (c) Widen 19th St. from Hawthorne St. to Ash.
   (d) Use present 19th St. Ash to "A" St. as is.
   (e) Rebuild 19th St. "A" St. to "B" St.

Estimates of cost to accomplish the foregoing plans are as per attached sheet.

Recent signs of building activity which would conflict with our construction of the 19th St. connection with the four-lane between Fernhill Road and Hawthorne St. makes it imperative that an early decision be reached as to the route to be constructed.

The City of Forest Grove has never been formally contacted to get an expression of their desires. Contacts to date have been between our resident engineer and the City. I recommend that Division Engineer Skelton accompanied by a City & County Relations representative should make a presentation of the two plans to the City and get a formal expression of their choice of routing.

City has already approved No further action necessary at this time.

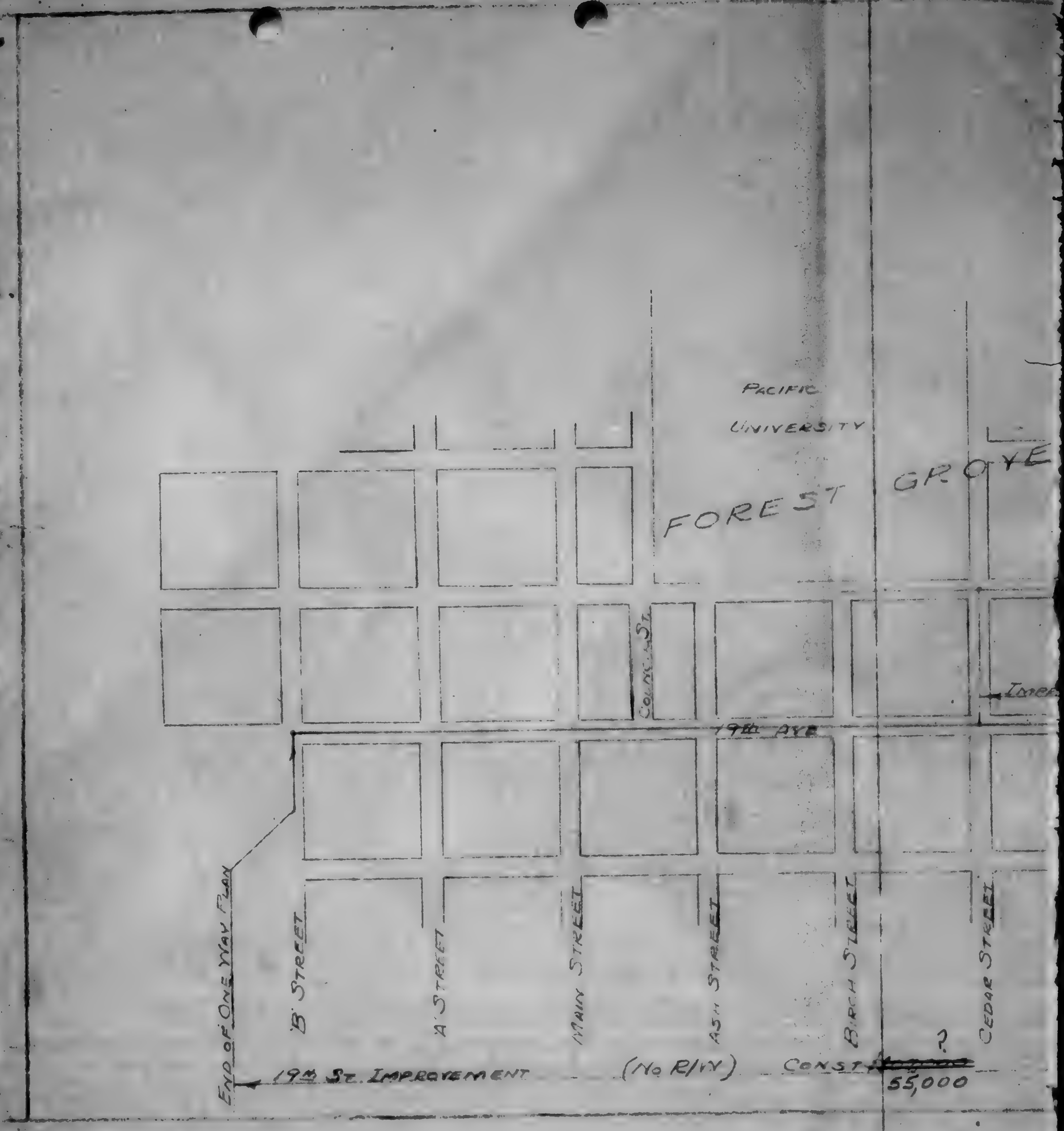
Further surveying of the routes is being held up pending a decision as to which way to go.

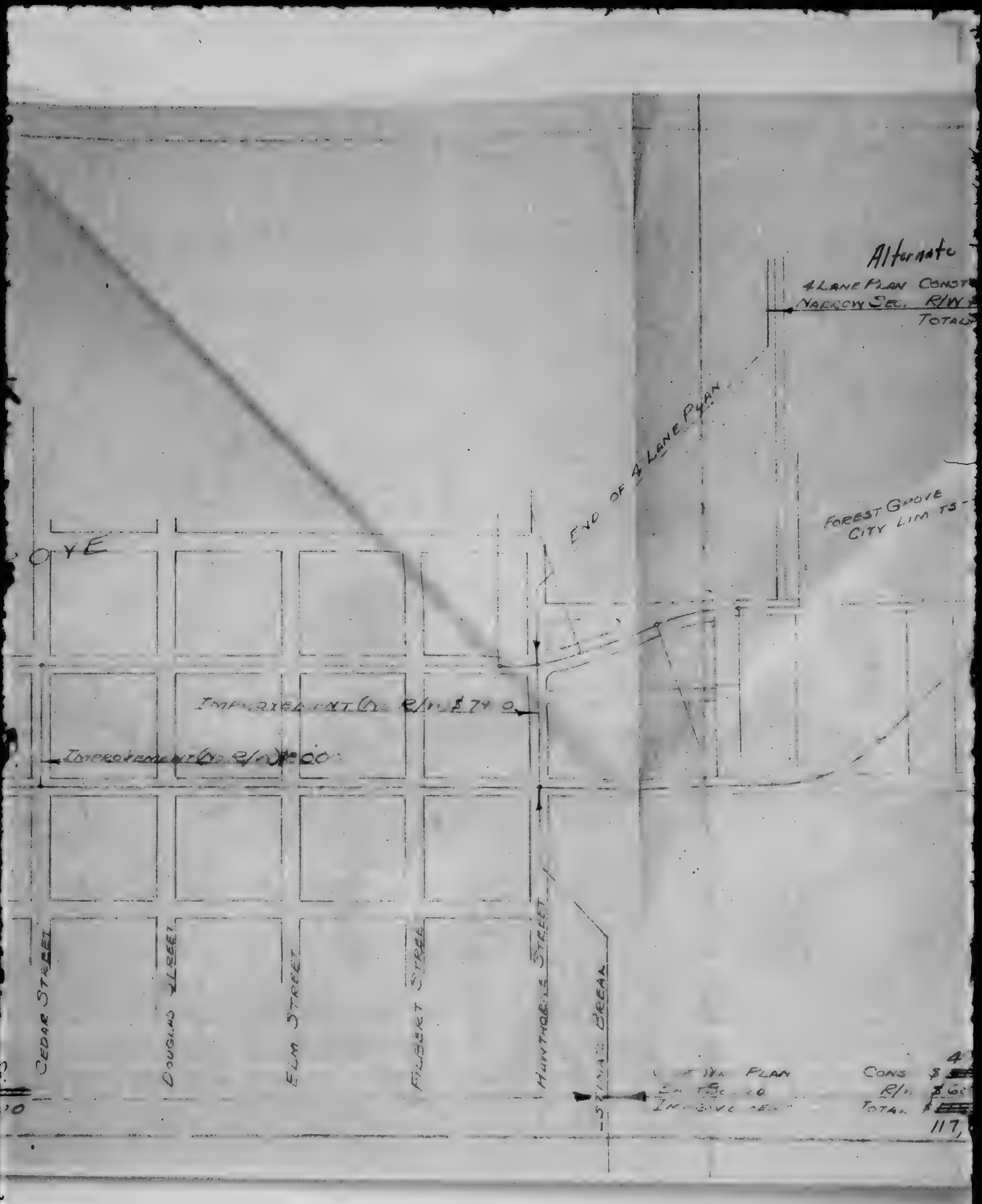
A sketch map illustrating the routes considered is attached.

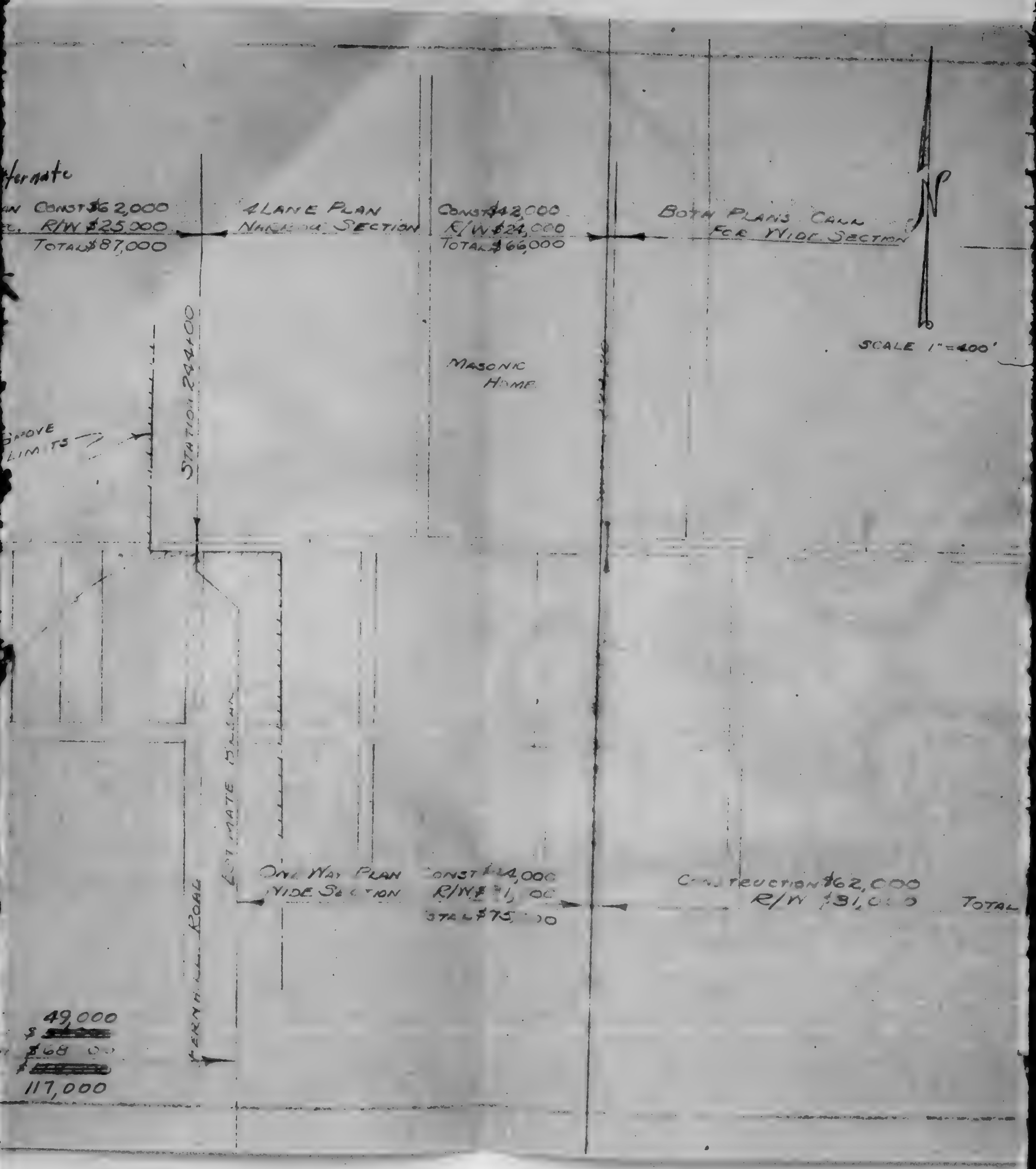
L. H. Young
L. H. Young
Ass't. Construction Engineer

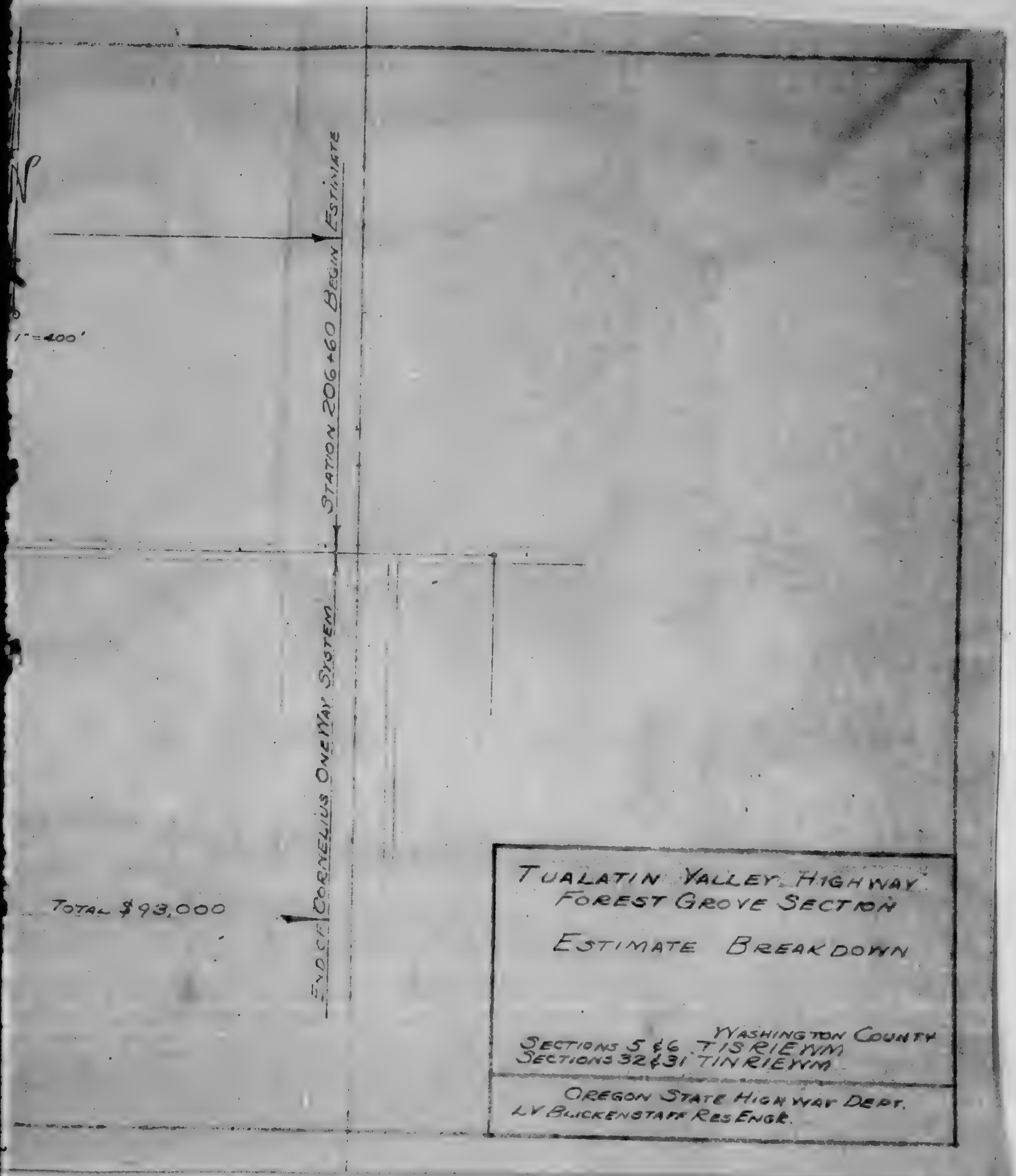
LHY:AR
Enc. 2

	Plan 1 Four-Lane Existing Route			Plan 2 Pacific Ave. & 19th Ave. Couplet		
	Construction Cost	R/W	Total	Construction Cost	R/W	Total
Sta. 206+60 (West Edge of Cornelius) to Sta. 229+20	$62,000	$31,000	$93,000	$62,000	$31,000	$93,000
Sta. ~~289+20~~ 229+20-Fernhill Road	42,000	24,000	66,000	44,000	31,000	75,000
Fernhill Rd.-Hawthorne St.	62,000	25,000	87,000	49,000	68,000	117,000
Hawthorne St.-"B" St.	———	———	———	55,000	———	55,000
Totals	$166,000	$80,000	$246,000	$210,000	$130,000	$340,000


PACIFIC
UNIVERSITY
FOREST GROVE
COUNCIL ST
19th AVE
IMPR
END OF ONE WAY PLAN
'B' STREET
'A' STREET
MAIN STREET
ASH STREET
BIRCH STREET
CEDAR STREET
19th ST. IMPROVEMENT
(NO R/W)
CONST.
?
55,000


Alternate
4 LANE PLAN CONST
NARROW SEC. R/W
TOTAL
END OF 4 LANE PLAN
FOREST GROVE
CITY LIMITS
OVE
IMPROVEMENT (1) R/W $ 74 0
IMPROVEMENT (1) R/W $ 00
CEDAR STREET
DOUGLAS STREET
ELM STREET
FILBERT STREET
HAWTHORNE STREET
BREAK
PLAN
IMPROVEMENT
CONS $
R/W $ 6
TOTAL $
4
117,


ternate
AN CONST $62,000
EL. R/W $25,000
TOTAL $87,000
4 LANE PLAN
NARROW SECTION
CONST $42,000
R/W $24,000
TOTAL $66,000
BOTH PLANS CANN
FOR WIDE SECTION
N
SCALE 1" = 400'
MASONIC
HOME
STATION 244+00
GROVE
LIMITS
ALTERNATE BEGIN
FERNHILL ROAD
ONE WAY PLAN
WIDE SECTION
CONST $44,000
R/W $31,000
TOTAL $75,000
CONSTRUCTION $62,000
R/W $31,000
TOTAL
49,000
$68,000
117,000



1" = 400'
STATION 206+60 BEGIN ESTIMATE
END OF CORNELIUS ONE WAY SYSTEM
TOTAL $93,000

TUALATIN VALLEY HIGHWAY
FOREST GROVE SECTION

ESTIMATE BREAKDOWN

WASHINGTON COUNTY
SECTIONS 5 & 6 T1S R1E W.M
SECTIONS 32 & 31 T1N R1E W.M

OREGON STATE HIGHWAY DEPT.
L V BLICKENSTAFF RES ENGR.

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DEC 28 1955
FOR FILI

F-185
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City of Forest Grove

CLIFFORD P. ROWE, MAYOR
M. O. GARDNER, CITY MANAGER-TREASURER
G. E. RICHARDS, RECORDER
JAMES R. SHICK, ATTORNEY

1924 COUNCIL STREET. FOREST GROVE, OREGON

December 6, 1955

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Deputy State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

I am very sorry the enclosure concerning the analysis of the poll made on the proposed one-way grid system in Forest Grove was overlooked in your letter of December 2. Please accept our apology for this oversight.

Very truly yours,

M. O. Gardner
City Manager

MOG/ado

Enc.

See letter dated
Dec. 13, 1955

RECEIVED
DEC 7 1955
STATE HIGHWAY COMMISSION

December 5, 1955

Mr. M. O. Gardner
City Manager
Forest Grove, Oregon

Dear Sir:

I appreciate your letter of December 2 advising us that the Forest Grove City Council favors a one-way grid system for the Tualatin Valley Highway routing in Forest Grove.

In your letter you stated you were sending us a copy of your letter from the Forest Grove Chamber of Commerce giving an analysis of the poll made concerning the proposed one-way grid. The letter was not enclosed, and I would appreciate a copy for our information.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

WCW:me

AFTER 5 DAYS RETURN TO
CITY MANAGER
BOX 25
FOREST GROVE, OREGON

City of Forest

CLIFFORD P. ROWE, MAYOR
M. O. GARDNER, CITY MANAGER-TREASURER
G. E. RICHARDS, RECORDER
JAMES R. SHICK, ATTORNEY

1924 COUNCIL STREET, FOREST GROVE, OREGON

December 2, 1955

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Thank you for your letter of October 19, 1955 giving me the status of the one-way grid system through Forest Grove for the Tualatin Valley Highway.

The City Council wishes to be on record as favoring the early completion of this work as soon as the funds are available. Council action to this affect was taken at the last meeting on November 21, 1955.

Enclosed you will find a copy of a letter from the Forest Grove Chamber of Commerce giving an analysis of a poll made concerning the proposed one-way grid system. This is for your information to show the sentiment in Forest Grove at the present time.

If there is anything further that we can do on this matter, kindly advise.

Yours very truly,

M. O. Gardner
City Manager

MOG/ado

Enc.

RECEIVED
DEC 5 1955
OFFICE OF
ST[illegible] ENGINEER

-COPY-

October 19, 1955

Mr. Mel Gardner
City Manager
1924 Council Street
Forest Grove, Oregon

As you know the Chamber of Commerce polled its members on the one-way grid with the following questions:

_____ I am in favor of a one-way grid system as proposed by the State Highway Commission.

_____ I am not in favor of a one-way grid system and as an alternative would favor the removal of all parking on Pacific Ave., thus making Pacific Ave. a four lane highway.

____
Signature

A total of 125 cards were sent out, 86 replies have been received. Of this number 64 were in favor of a one-way grid, 19 were not in favor. Two wanted things to remain "as is" and one felt "not qualified".

The replies will be kept in the Chamber office is you are interested in going over them.

Respectfully yours,

Chester O. Broders
Secretary-Manager

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OCT 20 1955
FOR FILING

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5096

[illegible]

October 19, 1955

Mr. M. O. Gardner
City Manager
Forest Grove, Oregon

Dear Mr. Gardner:

There has been referred to me your letter of October 14 addressed to Mr. W. C. Williams, having reference to possibility of constructing a one-way grid system through Forest Grove for the Tualatin Valley Highway.

I must advise you that the Commission has no funds to allocate to such work at this time. All moneys allocated under the old road bill are appropriated.

We are hopeful that the Congress will enact a road bill shortly after convening in January so that more road funds will be available.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me:gm

City of Forest Grove

CLIFFORD P. ROWE, MAYOR
M. O. GARDNER, CITY MANAGER-TREASURER
G. E. RICHARDS, RECORDER
JAMES R SHICK, ATTORNEY

1924 COUNCIL STREET, FOREST GROVE, OREGON

October 14, 1955

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Williams:

Enclosed you will find a copy of a self explanatory letter dated Sept. 29, 1955 to Mr. Skelton.

It is my understanding that the presently available funds for the Hillsboro Forest Grove unit of the four-lane highway would not be adequate to bring the four lanes into Forest Grove and to install the one-way grid system in Forest Grove. Since there is considerable interest in this development, I would like to know what the possibilities are for an early completion of this end of the project. Do you feel that there should be some local endeavor to help get the funds appropriated for this portion of the unit, or will the Commission take care of this matter in its new budget? A proposed date of completion would be very advantageous in responding to the requests of the local people.

Your reply to these questions will be very much appreciated. If there is anything else that we can do from this end, kindly advise.

Yours very truly,

M. O. Gardner
City Manager

MOG/ado

Enc.

RECEIVED
[illegible] 1955
STATE HIGHWAY COMMISSION

RECEIVED
OCT 6 1955
FOR FILING
FORM E-90X 37½ 3-54 73730

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NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4th, 1955

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer

I note your letter of September 30th, 1955 which refers to the preference of the City of Forest Grove for a one-way street grid for the Tualatin Valley highway in that town.

The money which we have set up for continuing construction on the Tualatin Valley is to be used to continue the 4-lane improvement westerly from Dairy Creek (the west end of the present contract) through the town of Cornelius on the one-way grid to a point as far westerly as the money will extend. In order to resolve the problem of the one-way grid, studies of a reconnaissance nature should be made showing the possible alternate routes with rough ideas as to cost, which information should be transmitted to this office for further study.

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

FORM E-30X—87,900—2-55—62987

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 30th, 1955

SUBJECT:

To:

Mr. Forrest Cooper
Ass't. Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith copy of a letter dated September 29th from M. O. Gardner, City Manager of Forest Grove. At my suggestion, L. V. Blickenstaff, who is making the Hillsboro-Forest Grove location of the Tualatin Valley Highway, contacted the city people of Forest Grove to determine their attitude on the possible future one way street plan which would fit into our future four laning of the Hillsbor-Forest Grove Section.

You will note that the City Council, Board of Directors of the Forest Grove Chamber of Commerce, and the Forest Grove Planning Commission have all approved the one way street plan which would use the street south of Pacific Avenue and Pacific Avenue as the one way grid. This is forwarded for your information.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: L. V. Blickenstaff

RECEIVED
OCT 3 1955
OFFICE OF
CONSTRUCTION ENGINEER

September 29, 1955

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Dept.
Box 4699
Sellwood Station, Oregon

Dear Mr. Skelton:

Some time ago you instructed Mr. L. V. Blinkenstaff, one of your engineers, to contact the City of Forest Grove to establish the attitude and feelings about a one-way grid system through Forest Grove.

From time to time I have been in touch with Mr. Blinkenstaff's office concerning the developments as the one-way grid plan was being discussed. I would now like to submit the following material indicating a positive attitude toward a one-way grid system in Forest Grove:

1. A certified copy from the Forest Grove Planning Commission dated September [illegible], 1955.
2. A certified of a letter from the Board of Directors of the Forest Grove Chamber of Commerce dated September [illegible], 1955.
3. An excerpt from the minutes of the regular City Council meeting on September 12, 1955 as follows: "With reference to future highway construction through Forest Grove, the Common Council went on record as favoring a one-way grid system. The motion was made by Councilman Sewtell, with a second to the motion by Councilman Loomis. The motion carried."

There may be other forms or types of data that you would like to have on this matter so kindly advise if we can be of any further assistance.

Yours very truly,

M. O. Gardner
City Manager

MOG/mdo

RECEIVED
OCT 17 1955
OREGON
STATE HIGHWAY COMMISSION

FOREST GROVE CHAMBER OF COMMERCE

FOREST GROVE, OREGON

MEMBER
OF
CHAMBER OF COMMERCE
OF THE
UNITED STATES OF AMERICA

September 23, 1955

Mr. Melvin O. Gardner
City Manager
City of Forest Grove
Forest Grove, Oregon

Dear Mr. Gardner:

At the regular meeting of the Board of Directors of the Chamber of Commerce, September 23, 1955, the Board unanimously approved the one-way grid system for the City of Forest Grove.

When do we start?

Wm. E. Eaton
President

STATE OF OREGON,
COUNTY OF WASHINGTON, ss
CITY OF FOREST GROVE.

G. E. Richards ......THE DULY ELECTED, QUALIFIED, AND ACTING RECORDER OF THE CITY OF FOREST GROVE, WASHINGTON COUNTY, OREGON, DO HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF letter ....WITH THE ORIGINAL copy ....NOW ON FILE IN MY OFFICE, OF WHICH I AM THE LEGAL CUSTODIAN AND THE SAME IS A TRUE, CORRECT AND COMPLETE COPY OF THE ABOVE letter .... AND OF THE WHOLE THEREOF.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE CITY OF FOREST GROVE, THIS...29th........DAY OF Sept., 1955

G. E. Richards
Recorder

3-1608 Oswego Traffic Signals 1958

#5097

C&H
1933
1-25-195

RECEIVED
JUL 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTM
(date)
July 16, 1958

3/608

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5097	5 Final	Rochat Electric	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15657	H217362	$ 855.83	7-16-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chazweske
ACCOUNTING DIVISION

Specified completion date: **80 workdays from Jan. 30, 1958**

Time Extensions: **None**

Completion Date: **June 10, 1958**

Date Accepted: **June 19, 1958**

Penalties: **None of record**

Claims: **None of Record**

Remarks:

Date: **July 21, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

JUL 21 1958

NOTED ON CARD

RECEIVED
JUL 3 - 1958
FOR FILING

5097

July 3, 1958

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5097 for traffic signal installation at Oswego at "A" Avenue on the Oswego Highway in Clackamas County was completed by the contractor, Rochat Electric, on June 10, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $855.83 will be released to the contractor on or after July 14, 1958. The total contract amount is $7,266.64, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Alfred J. Davis, Insurance
2323 N. W. Flanders
Portland, Oregon

NOTED ON CARD
em

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
FEB 11 1958
FOR FILING

5097

Feb. 11, 1958

Rochat Electric
4636 N. Williams Ave.
Portland, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5097, awarded Jan. 16, 1958, for traffic signal installation at Oswego at "A" Avenue, on the Oswego Highway in Clackamas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 24 1958
FOR FILING

January 23, 1958

Mr. John D. Inkster
Commissioner of Public Works
City Hall
Oswego, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Oswego a fully executed copy of an agreement between the State Highway Commission and the City of Oswego covering the traffic signal installation on State Street and "A" Avenue in the City of Oswego.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JAN 2[illegible] 1958
FOR FILING

5277

MISC. CONTRACTS and
AGREEMENTS No. 1933

Salem, Oregon
January 23, 1958

355

Traffic Signal Agreement
City of Oswego

Mr. C. G. Swenson
Engineer, City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached are five copies of the signature page and one unsigned copy of an agreement with the City of Oswego covering the traffic signal installation on State Street and "A" Avenue in the City of Oswego.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Commissioner of Public Works, Oswego, Oregon.

Secretary

rn
Enc.

FORM E30—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 14, 1958

SUBJECT: Traffic Signal Agreement
City of Oswego

To: Mr. G. S. Paxson
OFFICE

REFERRED TO
Glaisyer
By State Highway Engineer

Attached are three copies of the subject named agreement. Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

This completes Assignment #355. The project was approved by the Highway Commission on October 1, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

(A)
2 COPIES TO
BE SIGNED

1 copy [illegible]

AUTHORIZED BY HIGHWAY COMMISSION
DATE 10-1-57 Minute Page 14
Floyd Query
Ass't Secretary

3 copies

A

FORM 230—60M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem

December 16, 1957

SUBJECT: Preparation of State-City Agreement
Traffic Signal Installation
State Street and "A" Avenue
Oswego

To: Mr. G. S. Paxson
Assistant State Highway Engineer

Office

Please find attached hereto nine copies of a State-City agreement covering the installation of the above mentioned traffic signal in accordance with the request of Mr. F. B. Crandall in his letter dated November 27, 1957.

L I Lindas

LEONARD I. LINDAS
Chief Counsel

FCMcK:ma

enc.

cc Mr. Clarence Swenson
Mr. F. B. Crandall

RECEIVED
DEC 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 22 1958
FOR FILING

5-17

January 17, 1958

Rochat Electric Company
4636 North Williams Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5097 for installation of traffic signals at "A" Avenue on the Oswego Highway in Clackamas County.

This award was based on your bid of $7,326.64 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ja

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
C 21 1957
FOR FILING

FORM E-10X—37,000—2-51—1477

3-1608

5097

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19, 1957

SUBJECT: State-City Agreement
Traffic Signal Installation
State Street (ORE43) at "A" Avenue
Oswego

To: Clarence Swenson
County & City Relations Engr.
Office

There are attached nine (9) copies of an agreement covering the installation of a fully actuated traffic signal at the intersection of State Street and "A" Avenue in the City of Oswego. These agreements have been checked and found correct. Will you please care for further processing of these agreements. We plan to let this contract in January, 1958.

F. B. Crandall
Traffic Engineer

VPJ:kg
Attachments
cc: G. S. Paxson; This completes Assignment No. GSP 355.

NOTED
S. PAX

RECEIVED
DEC 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1957
FOR FILING

FORM [illegible]—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 27, 1957

SUBJECT: Preparation of State-City Agreement
Traffic Signal Installation
State Street and "A" Avenue
Oswego

To Leonard I. Lindas
Chief Counsel
Office

L

The State Highway Commission, at its meeting on October 1, 1957, approved the installation of a traffic signal at the intersection of State Street and "A" Avenue. Will you please prepare the necessary State-City agreement.

It is believed that the following points should be covered in the agreement:

1. The highway involved is the Oswego Highway, No. 3, ORE43, and in Oswego is routed over State Street.
2. The intersection involved is that of State Street and "A" Avenue.
3. It is planned to install a fully actuated traffic signal at this intersection as per the attached plans.
4. The installation is estimated to cost $7,500.
5. The State shall make the installation, either with its own forces or by contract, and in the first instance pay all costs thereof. The final cost shall be shared equally by the City and the State.
6. The City shall maintain the installation and pay for all electrical energy. The City shall make no changes in the timing of this signal.
7. The City, when returning the signed agreements, shall submit its check for one-half the estimated cost of the installation.
8. The City shall enact an ordinance or resolution permitting parallel parking only on the southerly side of "A" Avenue from

NOTED
G. S. PAXSON

the westerly property line of State Street to a point 120 feet west thereof. A copy of such ordinance or resolution shall be submitted with the signed agreements.

9. It is agreed between the two parties of this contract that at such time as the equipment installed under this agreement is in need of replacement, the cost of such replacement will be shared on the same basis as the original installation.

If after preparation you will submit the agreements to this office through Mr. Paxson's office, we will check them and care for further processing.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

VRJ:kg
Attachments
cc: G. S. Paxson
Clarence Swenson

RECEIVED
OCT 8 1957
FOR FILING

10/1/57
4d

October 4, 1957

Oswego

Hon. Lee Stidd, Jr., Mayor
City of Oswego
40 "A" Avenue
Oswego, Oregon

Dear Mayor Stidd:

Reference is made to your letter of September 23, 1957, directed to Mr. G. S. Paxson, Assistant State Highway Engineer, concerning the installation of a traffic control signal at the intersection of State Street and "A" Avenue in your city.

This matter has been investigated by our Traffic Engineering Division and the findings were reported to the State Highway Commission at its meeting on October 1, 1957. The State Highway Engineer advised the Commission at that time that to install the signal at this point will cost approximately $7,500. He also stated that the City has offered to cooperate in the cost on a 50-50 basis. He recommended approval of the project on such basis.

This note is simply to inform you that the Commission adopted the recommendation. The matter is to be covered by appropriate agreement between the City and the State which will be prepared in this office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. B. Crandall

RECEIVED
SEP 26 1957
FOR FILING

Oswego 20

September 26, 1957

Oregon State Highway Commission

Gentlemen:

A few months ago, at the request of the City of Oswego, we made an investigation of the intersection of "A" Avenue with the Oswego Highway. "A" Avenue is the main artery serving the residential district lying to the west of the highway and carries a high volume of traffic. Our count shows approximately 15,000 vehicles entering this intersection each day.

The City of Oswego has offered to cooperate on a 50 per cent basis with the State in the installation of a traffic signal at this point, which is estimated to cost $7,500. It is recommended that such an installation be authorized and the State enter into a cooperative agreement with the City. Funds for the State's share of the installation are available in the 1957 budget for Traffic Signals and Channelization.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. C. G. Swenson
Mr. C. H. Maison

GSP:fn hi

Councilmen:
ROCKY DE BELLIS - - - - Fire Department
FRANK HERMSEN - - - - Finance Department
WM. F. HOLDEN - - - - Water Department

Mayor:
LEE STIDD, Jr. - Police Department
MARY E. BEERMAN, *Recorder*

Councilmen:
JOHN D. INKSTER - - Public Works Department
GEORGE ROGERS - - - - Park Department
DR. C. L. STANLEY Library, Personnel, Public Buildings

City of Oswego

Telephone NEptune 6-3675 ◆ 40 A Avenue ◆ Oswego, Oregon

September 23, 1957

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

At a regular meeting of the Council of the City of Oswego held September 17th, it was formally approved that the City of Oswego go on record as requesting the State Highway Department to proceed with the immediate installation of a traffic control signal at the intersection of State Street and A Avenue in the City of Oswego.

Your preliminary planning in connection with this installation as outlined in your letter of May 6, 1957 indicated the approximate cost and we have obtained tentative commitment from the County of Clackamas to share equally with the city in the cost of this installation. Further we have provided in our budget for this fiscal year sufficient funds to underwrite the city's share.

Please advise if you need additional information and as to the probable date when we may expect completion of this project.

Very truly yours,

Lee Stidd Jr

Lee Stidd, Jr.

LS:meb

OSWEGO BY THE LAKE
"*Live Where You Play*"

RECEIVED
SEP 24 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1957
FOR FILING

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1957

Oswego

SUBJECT: Proposed Traffic Signal Installation
State and "A" Street, Oswego

To:
Memo to the File

I wish to advise that Mr. Ray Cruden, City Engineer, Oswego, called the writer on the morning of Tuesday, September 17, and requested, in addition to certain traffic volume data, the Highway Department's thinking on parallel versus angle parking on "A" Street, west of State. I advised that we always favored parallel parking, then went on to explain to Mr. Cruden that in a 76-foot curb to curb street, it would not be practicable within the limitations of width to have angle parking for it is necessary to develop four 12-foot moving lanes of traffic and the minimum width one should assign to angle parking is about 16 feet, which would require a total street width of 80 feet and thus allow no room for a median, which in this instance we should have a minimum of four, preferably more, so as to conform with the street section which is presently in place west of 4th Street.

Mr. Cruden was going to use the traffic accident and other information in preparing a speech for the Mayor of Oswego who was talking before the Chamber of Commerce on September 17.

I understand that the City Council of Oswego and the Clackamas County Court have arrived at a satisfactory solution for financing the traffic signal at State and "A". There is some opposition in the local citizenry, especially business men in the area, and in this regard Mr. Cruden was gathering "ammunition" for use of the Mayor. I presume that we will be hearing shortly from the City of Oswego, stating that they are now willing to proceed with the signal installation. Incidentally the State Highway Commission previously approved this back in 1951, but with this lapse of time it should be re-presented to them, which would be in accord with Mr. Paxson's letter of May 6, 1957, to Mr. Ray Cruden, City Engineer, Oswego.

One other point I discussed with Mr. Cruden was the "pair parking". I told him that this was a very satisfactory way of marking parking

NOTED
G. S. PAXSON

stalls, and allowed for considerable ease in parking and unparking and took considerable of the stigma away from the proposition of being unable to park and unpark in a parallel parking stall.

J Al Head

J. Al. Head
Assistant Traffic Engineer

JAH:eh

cc: G. S. Paxson
C. G. Swenson

RECEIVED
SEP 20 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 7 - 1957
FOR FILING

May 6, 1957

Mr. Ray Cruden
City Engineer
City Hall
Oswego, Oregon

Dear Mr. Cruden:

I wish to advise that in accord with your recent request of our Traffic Engineering Division, the Traffic Engineer has had an investigation made concerning the installation of a traffic signal at the intersection of State and 'A' Streets in Oswego.

The report of the investigation shows that traffic volumes and past accident experience at this intersection do meet and somewhat exceed the standard warrants for signalization. The installation of a fully actuated traffic signal with separate vehicular-pedestrian indications at this intersection is estimated to cost $7,500. The Highway Commission's policy on signal installations such as are made under a State-City cooperative, is that the two agencies, City and State, share equally in installation costs with the City caring for the cost of maintenance and power consumption.

I would suggest the matter be presented to the City Council to determine whether the City in in a position to cooperate on that basis. If their reaction is favorable, I will be pleased to make favorable recommendation to the Highway Commission.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall

FBC:eh:gm

FORM 230—50M—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1957

SUBJECT: Traffic Signal Installation
State & "A" Streets
Oswego

To: G. S. Paxson
Assistant State Highway Engineer
Office

Attached is a Suggested-Draft to Mr. Ray Cruden, City Engineer of Oswego on the subject of a traffic signal at the intersection of State and "A" Streets in that city. Also attached is report on this subject and Thermofax copy of a Memo to File prepared by Mr. Head, January, 1956. There is considerable other correspondence on this subject in the General Files.

I do not feel that we should present this matter to the State Highway Commission until we have written confirmation from the City that they now have the money and are willing to proceed. (Looking back to the incident of 1951 when they wanted to go, we got approval and then they had no money.)

F B Crandall
F. B. Crandall
Traffic Engineer

JAH:njs

Attachments

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
April, 1957

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
State Street (ORE43) at "A" Avenue
Oswego

Recommendation:

As a result of this investigation, it is recommended that a fully actuated traffic signal be installed at the intersection of State Street and "A" Avenue in Oswego at an estimated cost of $7,500.

Historical Background:

Traffic conditions at this intersection were investigated a number of years ago and the installation of traffic signals was recommended. At that time, the City of Oswego did not have sufficient funds to share in the installation.

This investigation and report is in response to a verbal request from Mr. Ray Cruden, City Manager.

Investigation:

The point investigated is a three-way intersection, with "A" Avenue entering the Oswego Highway (ORE43) from the west. "A" Avenue is a Federal Aid Secondary highway and serves a large residential district to the west of Oswego. It also furnishes the principle route from this district to the City of Portland. The indicated speed on all approaches to the intersection is 20 MPH and at the present time those vehicles entering the intersection from "A" Avenue are required to stop.

A 16-hour vehicle and pedestrian count was taken at the intersection on March 15, 1957. The computed 24-hour volume entering the intersection was 15,007 vehicles, with 3,395, or 23%, entering from "A" Avenue. During the 16-hour period of count 191 pedestrians crossed State Street.

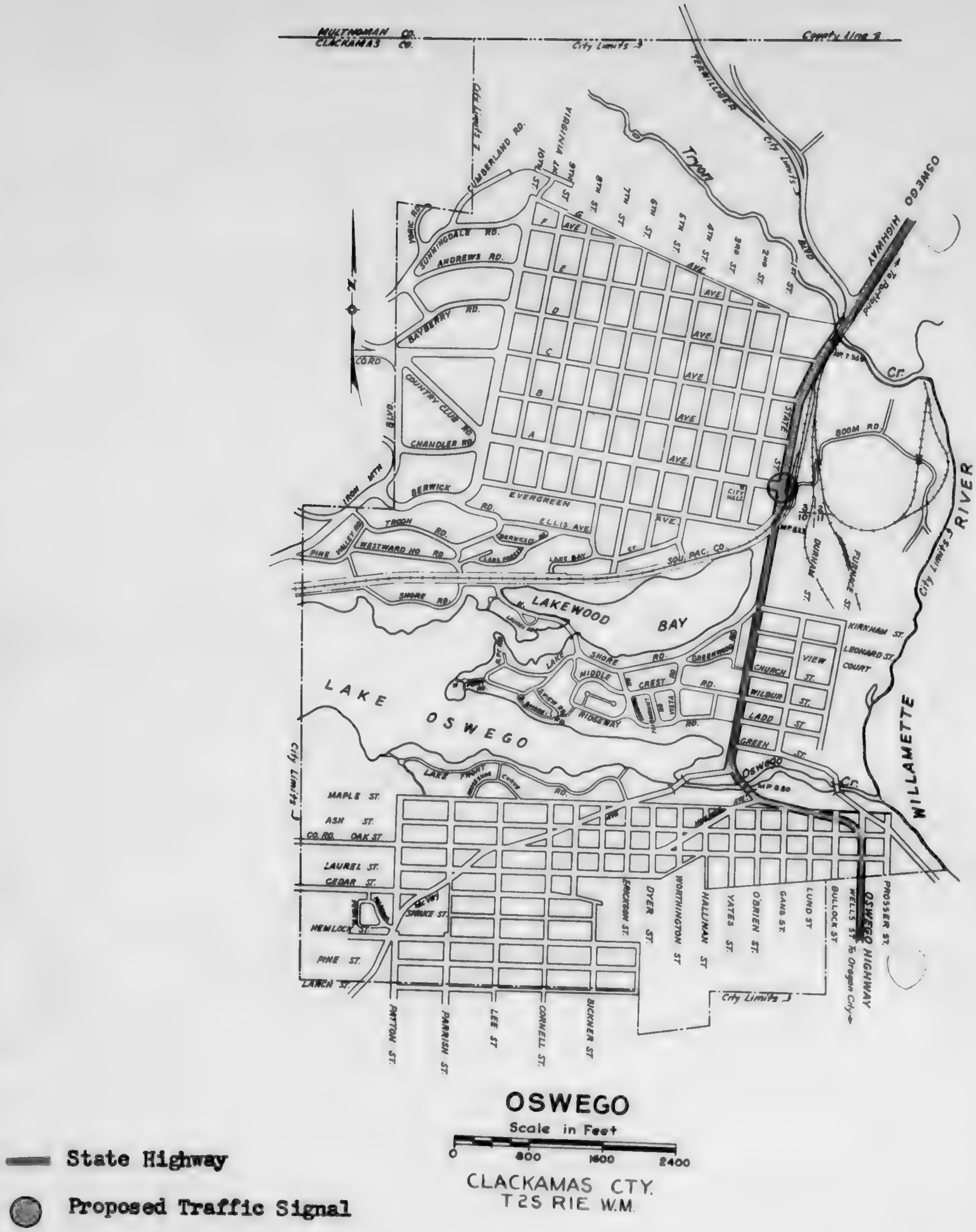
As is shown by the collision diagram attached, there were 28 reported accidents at this intersection during the period from January 1, 1952, to January 31, 1957. Four persons were injured and there were no fatalities. Ten of the accidents were of a type that might have been prevented by traffic signals. There were two reported pedestrian accidents.

In the following table conditions at this intersection are compared with the standard warrants for signalization of urban intersections:

Item	State & "A"	Minimum Warrant
Total Volume Warrant:		
Ave. Hourly Total Volume (Max. 8 Hrs.)	1,097	750
Ave. Hourly Cross-Street Volume (Max. 8 Hrs.)	241	175
Pedestrian Warrant:		
Ave. Hourly Ped. Volume Across Main Street (Max. 8 Hrs.)	18	250
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.)	843	600
Interruption of Continuous Traffic Warrant:		
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.)	852	750
Ave. Hourly Combined Volume Across Main Street (Max. 8 Hrs.)	262	75
Accident Warrant:		
Preventable Accidents (Last 12 Months)	3	5

From the tabulation it can be seen that the conditions at this intersection exceed the requirements of the Total Volume and Interruption of Continuous Traffic warrants. Thus, installation of traffic signals is recommended. Because the volume entering the intersection from "A" Avenue forms a relatively small percentage of the entering volume, it is recommended that a fully actuated signal be installed to promote maximum efficiency of the intersection. The installation is estimated to cost $7,500.

VPJ:kg

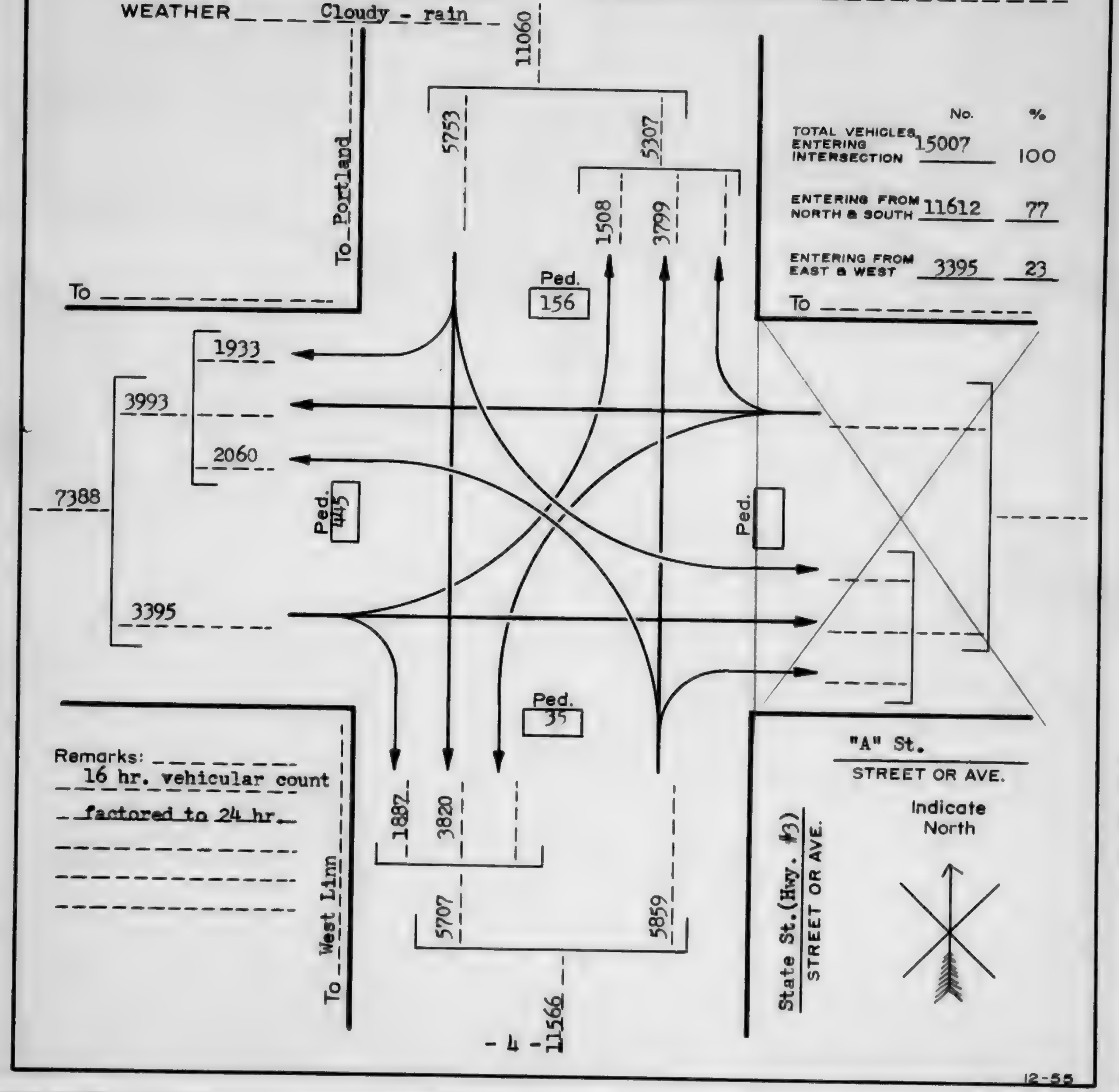

MULTNOMAH CO.
CLACKAMAS CO.
City Limits
County Line
TERWILLIGER
Tryon
Cr.
OSWEGO HIGHWAY
To Portland
CUMBERLAND RD.
MT. VIRGINIA
10TH ST.
9TH ST.
8TH ST.
7TH ST.
6TH ST.
5TH ST.
4TH ST.
3RD ST.
2ND ST.
1ST ST.
G AVE.
F AVE.
E AVE.
D AVE.
C AVE.
B AVE.
A AVE.
SUNNINGDALE RD.
ANDREWS RD.
BAYBERRY RD.
CORD
COUNTRY CLUB RD.
CHANDLER RD.
BERWICK
EVERGREEN RD.
IRON MTN BLVD.
ELLIS AVE.
TRYON RD.
PINE VALLEY RD.
WESTWARD HO RD.
LAKE BAY
SOU. PAC. CO.
STATE ST.
CITY HALL
BOOM RD.
FURNACE ST.
DURHAM ST.
SHORE RD.
LAKEWOOD BAY
LAKE SHORE RD.
MIDDLE CREST RD.
GREENWOOD
RIDGEWAY RD.
KIRKHAM ST.
LEONARD ST.
CHURCH ST.
VIEW ST.
COURT
WILBUR ST.
LADD ST.
GREEN ST.
LAKE OSWEGO
LAKE FRONT RD.
Oswego Cr.
WILLAMETTE RIVER
City Limits
MAPLE ST.
ASH ST.
CO. RD. OAK ST.
LAUREL ST.
CEDAR ST.
HEMLOCK ST.
PINE ST.
LARCH ST.
SPRUCE ST.
ERICKSON ST.
DYER ST.
WORTHINGTON ST.
HALLINAN ST.
YATES ST.
O'BRIEN ST.
GANS ST.
LUND ST.
BULLOCK ST.
WELLS ST.
PROSSER ST.
OSWEGO HIGHWAY
To Oregon City
PATTON ST.
PARRISH ST.
LEE ST.
CORNELL ST.
BICKNER ST.
N
OSWEGO
Scale in Feet
0
800
1600
2400
CLACKAMAS CTY.
T2S R1E W.M.
State Highway
Proposed Traffic Signal

5-17-56

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE March 29, 1957
DAY OF WEEK Friday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 a.m. - 10 p.m.
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 a.m. - 10 p.m.
WEATHER Cloudy - rain

CITY OF Oswego
INTERSECTION OF State St. (Hwy. #3)
AND "A" St.
STATION NO.
CODE NO.
CLASSIFICATION All Vehicle.


11060
5753
5307
1508
3799
To Portland
To
Ped.
156
1933
3993
2060
7388
Ped.
445
Ped.
3395
Ped.
35
1882
3820
5707
5859
11566
To West Linn
To
Indicate North

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	15007	100
ENTERING FROM NORTH & SOUTH	11612	77
ENTERING FROM EAST & WEST	3395	23

"A" St.
STREET OR AVE.

State St. (Hwy. #3)
STREET OR AVE.

Remarks:
16 hr. vehicular count
factored to 24 hr.

12-55

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date March 29, 1957

Day of week Friday

Hours counted 6 AM - 10 PM

Weather Cloudy - Rain

Classification All Vehicle

City of Oswego

Intersection State St. (Hwy. #3) & "A"

Station number

Code number

	TIME	SUMMARY BY MOVEMENTS																	SUMMARY BY LEGS				PEDE
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North
A. M.	6:00- 7:00			16	40	26	141					19	15	257	198	77	59	23	223		90	201	3
	7:00- 8:00			51	177	132	638					89	82	1169	903	77	266	23	998		399	941	17
	8:00- 9:00			97	202	185	355					101	152	1092	789	72	303	28	839		552	793	10
	9:00-10:00			75	73	142	215					76	102	683	534	78	149	22	505		326	535	6
	10:00-11:00			104	81	175	195					101	122	778	596	77	182	23	555		408	593	21
	11:00-12:00			91	72	199	198					113	138	811	626	77	185	23	560		414	648	5
P. M.	12:00- 1:00			80	70	216	201					126	130	823	627	76	196	24	567		406	673	15
	1:00- 2:00			108	69	195	193					102	128	795	624	78	171	22	565		407	618	5
	2:00- 3:00			120	72	211	206					116	145	870	682	78	188	22	609		453	678	8
	3:00- 4:00			126	91	283	228					145	140	1013	777	77	236	23	728		502	796	7
	4:00- 5:00			223	112	421	292					211	206	1465	1142	78	323	22	1048		752	1130	19
	5:00- 6:00			259	92	589	188					177	189	1494	1225	82	269	18	1128		717	1143	23
	6:00- 7:00			158	70	287	139					108	91	853	675	79	178	21	654		427	625	10
	7:00- 8:00			93	61	167	111					99	112	643	483	75	160	25	432		365	489	
	8:00- 9:00			85	45	105	82					66	62	445	334	75	111	25	317		258	315	5
	9:00-10:00			71	44	140	72					66	59	452	342	78	110	24	327		240	337	2
	10:00-11:00																						
	11:00-12:00																						
A. M.	12:00- 1:00																						
	1:00- 2:00																						
	2:00- 3:00																						
	3:00- 4:00																						
	4:00- 5:00																						
	5:00- 6:00																						
24-Hour total .				1933	1508	3820	3799					1887	2060	15007	11612	77	3395	23	11060		7388	11566	
___-Hour total .																							
16-Hour total .				1757	1371	3473	3454					1715	1873	13643	10557	77	3086	23	10055		6716	10515	156
Control . . .																							
Factor . . .																							

State St. (Hwy. #3) St. is North and South

"A" St. St. is East and West

Tabulated by

Computed by

Checked by

Checked by

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

March 29, 1957
Friday
6 AM - 10 PM
Cloudy - Rain

Classification All Vehicle

City of Oswego
Intersection State St. (Hwy. #3) & "A" St.
Station number
Code number

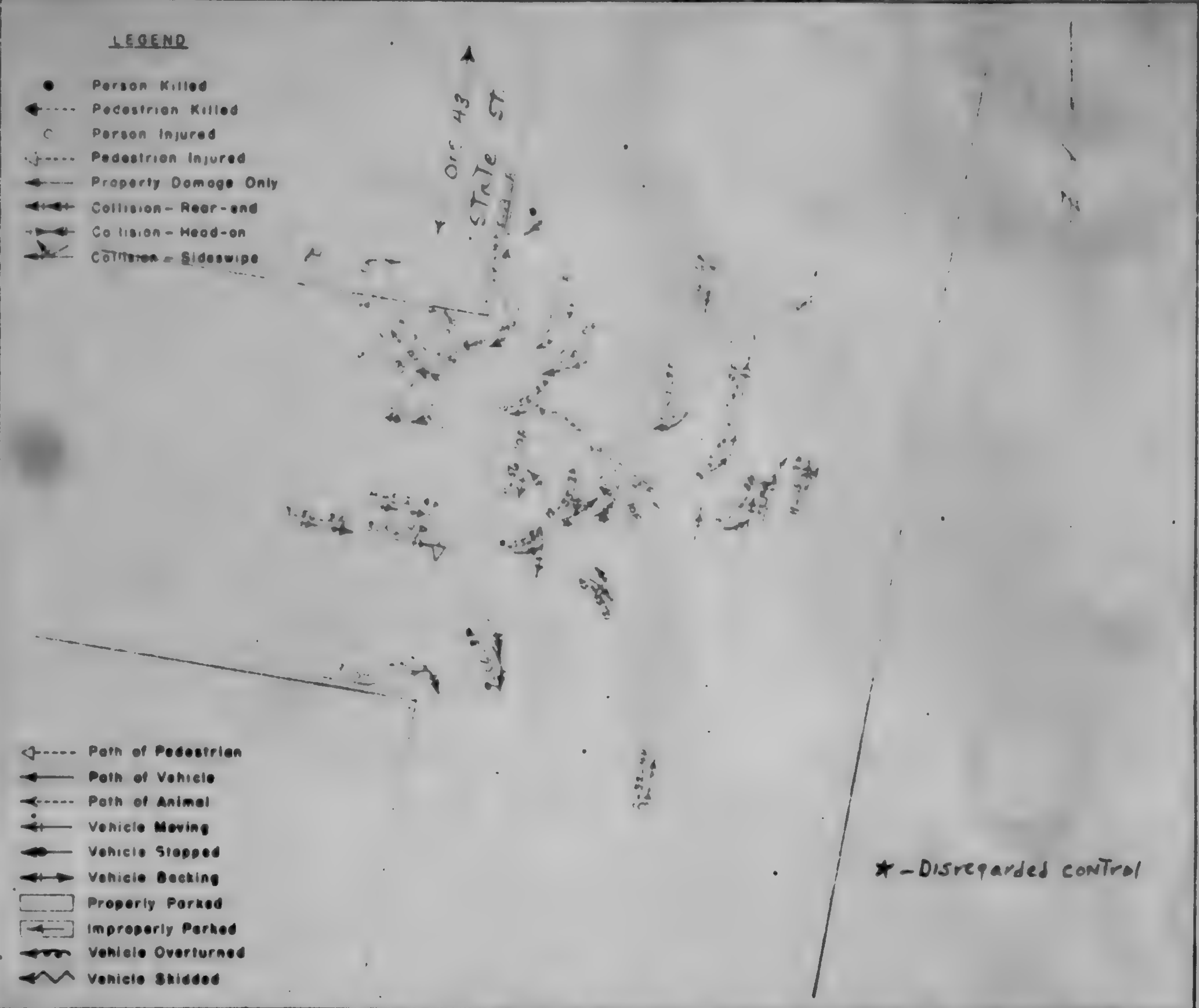
SUMMARY BY MOVEMENTS															SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
16	40	26	141					19	15	257	198	77	59	23	223		90	201	3		1	
51	177	132	638					89	82	1169	903	77	266	23	998		399	941	17		17	3
97	202	185	355					101	152	1092	789	72	303	28	839		552	793	10		19	1
75	73	142	215					76	102	683	534	78	149	22	505		326	535	6		13	1
104	81	175	195					101	122	778	596	77	182	23	555		408	593	21		35	2
91	72	199	198					113	138	811	626	77	185	23	560		414	648	5		29	
80	70	216	201					126	130	823	627	76	196	24	567		406	673	15		22	1
108	69	195	193					102	128	795	624	78	171	22	565		407	618	5		21	2
120	72	211	206					116	145	870	682	78	188	22	609		453	678	8		56	2
126	91	283	228					145	140	1013	777	77	236	23	728		502	796	7		55	6
223	112	421	292					211	206	1465	1142	78	323	22	1048		752	1130	19		44	9
259	92	589	188					177	189	1494	1225	82	269	18	1128		717	1143	23		80	2
158	70	287	139					108	91	853	675	79	178	21	654		427	825	10		24	1
93	61	167	111					99	112	643	483	75	160	25	432		365	489			10	1
85	45	105	82					66	62	445	334	75	111	25	317		258	315	5		10	
71	44	140	72					66	59	452	342	78	110	24	327		240	337	2		9	4
1933	1508	3820	3799					1887	2060	15007	11612	77	3395	23	11060		7388	11566				
1757	1371	3473	3454					1715	1873	13643	10557	77	3086	23	10055		6716	10515	156		445	35

Tabulated by
Computed by
Checked by
Checked by

State St. (Hwy. #3) St. is North and South
"A" St. St. is East and West

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

City of Oswego County Clackamas
Intersection of STATE ST. and "A" ST
Highway Number 3 (Ore. 43)
Period Covered 1-1-53 To 1-31-57
Compiled by C. S. Drawn by Date 3-25-57


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Ore. 43
STATE ST.
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Property Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
★ - Disregarded control

Collision Type	1952 - 1953				1954 - 1955				1956				1-1-57 To 1-31-57				ToTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end			2	2			2	2			1	1							5	5
Sideswipe							1	1											1	1
Turning Movement			5	5			4	4			6	6							15	15
Parking							1	1		1	2	3						1	3	4
Non-collision																				
Fixed Object																				
Pedestrian						1		1		1		1						2		2
Backing																				
Misc.							1	1											1	1
TOTAL			7	7		1	9	10		2	9	11				0		3	25	28

1953-4
1954-3
1955-7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 5, 1956

SUBJECT: Request for Traffic Signal
Installation
ORH43 - "A" Street
Oswego

To: MEMO TO FILE

Clackamas County Commissioner Darrell Jones called Mr. Cattrall's office this date regarding above subject. The call was transferred to this office and the writer discussed with Commissioner Jones past history at this location.

Commissioner Jones was advised that the Commission did in 1951 approve the installation of a traffic signal at estimated cost of some $4500 provided the City would pay 50 percent of the cost of installation, care for maintenance and electric power. He advised that he and Mayor Lee Stidd were discussing the subject and wondered as to its status. I advised him that at the April 1951 meeting of the Commission they denied waiving the City's 50 percent share of the cost. I told Commissioner Jones that if the City would address a communication to Mr. Baldock stating that they now have money to cover the installation, the matter would be reconsidered and presented to the Commission again.

Commissioner Jones asked if we would look into traffic conditions relating to the placement of stop signs on "A" Street at the first intersection west of ORH43 and also would we look into traffic conditions at the intersection of 10th and "A". He was advised that these should also be set forth in the Mayor's letter to Mr. Baldock and that I was sure the Department would assist the City.

J. Al. Head
Assistant Traffic Engineer

JAH:ng
cc: Mr. W. C. Williams
Mr. John W. Cattrall

6-3316 Sunset Bay State Park 1958
(Const. Add'nl. Park facilities)
#5098

RECEIVED
DEC 24 1958
FOR FILING
6 3316

5098

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 18, 1958

(CONTRACT NO.) (EST. NO.) (CONTRACTOR)

5098 7 final Baughman & Son

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

29085 H 231028 $ 3,778.24 12/18/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Dora Wesenhaus
ACCOUNTING DIVISION

Specified completion date: **110 workdays from Jan. 30, 1958**

Time Extensions: **None**

Completion Date: **Oct. 27, 1958**

Date Accepted: **Dec. 11, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Dec. 19, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: DEC 19 1958

NOTED ON CARD

RECEIVED
DEC 1 1958
FOR FILING

6-3316

5098

Dec. 4, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5098, for Sunset Bay State Park Facilities in Coos County was completed by the contractor, Baughman & Son, on Oct. 27, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,778.24 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $42,287.79, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
FORM E-133 FEB 10 1958
FOR FILING

A

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

6-3316

[illegible]

Feb. 10, 1958

Baughman & Son, Contractor
2006 Ocean Blvd.
Coos Bay, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5098, awarded Jan. 16, 1958, for Sunset Bay State Park Facilities in Coos County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

A

RECEIVED
JAN 22 1958
FOR FILING

C 2316

5096

January 20, 1958

Baughman & Son
2006 Ocean Boulevard
Coos Bay, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5096 for construction of additional park facilities at Sunset Bay State Park on Cape Arago Highway, in Coos County.

This award was based on your bid of $42, 160.58 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
C. H. Armstrong

6-8308 Coquille Rock Prod. Proj. 1958

#5099

RECEIVED

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

Sept.18, 1958

(CONTRACT NO.) 68308	(EST. NO.)	(CONTRACTOR)	
5099 5099	7 Final	Woodward & Son & Barklow	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21446	H223362	$ 1,176.44	9-18-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 90 workdays from Mar. 1, 1958

Time Extensions: None

Completion Date: July 7, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 18, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 18 1958
GRW

NOTED ON CARD
em

RECEIVED
SEP [illegible] - 1958
FOR FILING

5099

Sept. 5, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5099 for Rock Production on the Coquille Section of the Oregon Coast and Coos Bay-Roseburg Highways in Coos County was completed by the contractor, Woodward & Son & Barklow, on July 7, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $1,176.44 will be released to the contractor on or after Sept. 15, 1958. The total contract amount is $31,694.46, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By Floyd Query
Assistant Secretary

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

RECEIVED
AUG 25 1958
FOR FILING

[illegible]

5099

Aug. 22, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Woodward & Son & Barklow in connection with Contract No. 5099, for Rock Production on the Coquille Section of the Oregon Coast and Coos Bay-Roseburg Highways in Coos County.

This payment, in the amount of $3,259.72, will be released to the contractor on or after Sept. 2, 1958. The retained percentage is $943.86.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1—10M—12-56

A

6-8308

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 5, 1958

Section Coquille

Highway Oregon Coast & Coos Bay- Rsbg. County Coos

Contractor Woodward & Son & Barklow

Date of contract January 16, 1958

Date work started February 10, 1958

Project authorization $34,735.42

Exclusive of engineering $32,265.42

Kind of work Rock Production

Section prefix 6-8308

Contract number 5099

Specified work days 90

Work days used 71

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering $32,265.42

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price %

Engineering authorization $2,470.00

Engineering cost to date $1,850.00, 75 %

Date project was completed July 7, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor continued shaping stockpiles this week. He was unable to crush any additional rock because of rain which lasted all night Monday. As near as can be estimated there remains to be crushed about 100 cy each of the ¾ - ¼ and ¼ - 10 aggregate.

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL - 7 1958
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

NOTED
C. E. PAULSEN

Signed John L. Gunter

Address P.O.Box 374 Coquille, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			8,300 cy		
Total quantities corrected to date					
Estimated quantities moved or placed to date			8,100 cy (corrected)		
Average daily quantities			0		
Average daily quantities necessary to complete project on time			10		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			9		

Men	6
Supervision	2
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	1

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...1...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Rain		
Wednesday	Fair		
Thursday	Fair		
Friday	Holiday		
Saturday			

FORM E-129

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 12 1958
FOR FILING

[illegible]

5099

Mar. 11, 1958

Woodward & Son—Barklow
910 Knott St.
Coquille, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5099, awarded Jan. 16, 1958, for rock production on the Coquille Section of the Oregon Coast and Coos Bay-Roseburg Highways in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 22 1958
FOR FILING

[illegible]

5099

January 20, 1958

Woodward & Sons
and Barklow
910 Knott Street
Coquille, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5099 for the Coquille Rock Production Project on the Oregon Coast and Coos Bay-Roseburg Highways in Coos County.

This award was based on your bid of $30,876 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

13-8310 Burns-Princeton Rock Prod. 1958
Proj.

#5100

RECEIVED
JAN 3 - 1966
FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
M[illegible]
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

13-[illegible]

5100

CERTIFIED MAIL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

December 29, 1965

Mr. William D. Cramer
Attorney at Law
P. O. Box 646
Burns, Oregon 97720

Re: Hebener & Jenkins vs. State
Case No. 57272
Our File L-4309

Dear Mr. Cramer:

Enclosed herewith is State Treasury Check No. 896595, dated December 28, 1965, in the amount of $2,500, payable to the order of Robert W. Hebener and Elmer T. Jenkins, pursuant to the settlement agreement in this case.

Upon return of the certified mail receipt attached to this letter, we will proceed to present to the court an order of dismissal, a copy of which was previously furnished to you.

Very truly yours,

G. E. ROHDE
Chief Counsel

By

ALAN H. JOHANSEN
Attorney

AHJ:ks
enclosure

cc: Tom Edwards
C. H. Maison
G. E. Rohde

RECEIVED
DEC 30 1965
OFFICE OF
STATE HIGHWAY [illegible]

RECEIVED
DEC 16 1965

FOR FILING
13-8310

5100

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1965

SUBJECT: Hebener & Jenkins vs. State
Our File L-4309
Marion County Circuit Court
No. 57272

To: Mr. C. H. Maison
Controller

Building

Enclosed is a duplicate original Release executed by the above contractors, pursuant to the settlement agreement reached in the captioned case.

This settlement was presented to and approved by the Commission at the December 14 meeting.

By copy of this letter to Mr. Query, I am transmitting to him a duplicate original of voucher executed by the contractor, with the request that he, pursuant to yesterday's Commission action, indicate Commission approval, obtain the endorsement of Mr. Edwards, and forward same to you.

Upon receipt of the duly approved voucher, I trust that you will be in a position to issue a check in the amount of $2,500, payable to Robert W. Hebener and Elmer T. Jenkins. If you will then transmit the check to the undersigned, we will send it on to the contractors' attorney, and this matter can be terminated.

ALAN H. JOHANSEN
Attorney

AHJ:ks
attachments

cc: Tom Edwards
Floyd Query
G. E. Rohde

NOTED
FLOYD QUERY

RECEIVED
MAY 16 1963
FOR FILING
1° 3310

5100

Gen Files

D Cook
to note on card
-ck

Salem, Oregon
May 14, 1963

Summons and Complaint
Contract No. 5100

L. I. Lindas
Chief Counsel

At 9:45 a.m. today (May 14) we were served by the Circuit Court for Harney County with a Summons and Complaint, Robert W. Hebener and Elmer T. Jenkins, Plaintiffs, vs. Oregon State Highway Commission, Defendants. This action was filed in connection with State Highway Contract No. 5100.

These documents are attached.

Floyd Query, Secretary

jmc

Encl.

Burns

County rd 9.37

13.62

Lawen 16.74

NOTED ON CARD
lc

RECEIVED
APR 30 1963

FORM E-123

FOR FILING

[illegible]

5100 Forrest Cooper

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

April 29, 1963

Oregon State Highway Commission

Re: Law Action
Hebener & Jenkins vs.
State of Oregon

Gentlemen:

The above action was commenced in the Circuit Court of the State of Oregon for the County of Harney by the plaintiffs who had entered into a rock production contract with the State. They state that as a result of the action of the Highway Commission in closing their access road during the construction of a bridge, they were unable to complete the contract in the time specified, and a total of 63 work days were wrongfully charged against the plaintiffs' account and deducted from the retained monies in the sum of $3,780.00. They sue for the return of that amount of money.

In the second cause of action the plaintiffs allege they were engaged in hauling crushed rock to perform their contract when the Silvies River rose and flooded the rock pit area, rendering it impossible to continue working. As a result of the flooding condition the defendant charged against the plaintiffs the total of five work days at $60.00 a day, or a total of $300.00, which was also withheld from the plaintiffs under the contract. They demand judgment in the sum of the $300.00.

In the third cause of action the plaintiffs allege that in order to perform their contract it was necessary for them to lease purchase various pieces of equipment, and as the result of the State's wrongful closure of their access road were charged the total of $5,249.64 for the equipment rental. As a result, they became delinquent on their equipment rental contracts and were financially unable to complete their purchase of the equipment, and lost equities in the sum of $13,136.20. They are now asking payment by the state in the total sum of $18,385.64.

This matter is now being handled by our Staff Attorney

NOTED
R. L. PORTER

NOTED
FORREST COOPER

in charge of claims. I shall keep you fully informed of the progress of this action.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:jm

RECEIVED
APR 30 1963
OFFICE OF
STATE HIGHWAY ENGINEER

T

RECEIVED
MAR 1 1961
FOR FILING

13-3310

5100

February 28, 1961

Mr. F. L. Somers
P. O. Box 668
Medford, Oregon

Dear Sir:

This is to acknowledge receipt of a copy of your letter dated February 22, which was addressed to the Secretary of State, concerning the status of your claim in the amount of $140.35 against Hebener & Jenkins, Burns, in connection with State Highway Contract No. 5100.

Our records indicate that your claim was filed with the Secretary of State on January 8, 1960, and was given his file No. 3679. On January 15, 1960, we notified the American Surety Company of New York, Portland, that your claim had been filed with the Secretary of State.

This project was completed May 4, 1959 and was accepted by the State Highway Commission August 13, 1959. Your claim was filed within the six-month period following acceptance by the Highway Commission.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

You might wish to contact the surety, American Surety Company of New York regarding this claim. We are sending them a photocopy of your letter addressed to the Secretary of State.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
dc

CC:
American Surety Company of New York
725 Yeon Building
Portland 4, Oregon

CWH:fp

F. L. SOMERS
GENERAL CONTRACTOR
P. O. Box 668 • Telephone SPring 3-1053
MEDFORD, OREGON

February 22, 1961

Secretary of State
Salem,
Oregon

Re: File 3679
Public Records Section

Dear Sir:

Under date of January 8, 1960, you acknowledged receipt of our claim against Hebner & Jenkins, Burns, Oregon in the sum of $140.35 against the bond taken from The American Surety Co. of New York, through Harney County Abstract & Title Co., for the work of Oregon State Highway Commission Contract No. 5100.

It will be appreciated if you will advise the present status of this claim.

Very truly yours,

F. L. SOMERS

F. L. Somers

FLS:mn

cc: Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Cec, please reply
FQ

RECEIVED
FEB 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB 27 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 25 1960
FOR FILING

15-3310

3100

March 24, 1960

American Surety Co. of New York
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis

Gentlemen:

A letter, dated March 22, has been received from Mr. John R. Gilbertson, Attorney, Portland, representing Ivan C. King who has a claim (amount not stated) against Hebener & Jenkins in connection with a rock production contract in the vicinity of Burns. Our records indicate that this may be in connection with State Highway Contract No. 3100 with Robert M. Hebener & Elmer T. Jenkins, Burns, for rock production on the Burns-Princeton Section of the Burns-Crane and Crane-Scotts Butte Highway in Harney County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Harney County Abstract & Title Co.
Burns, Oregon

Hebener & Jenkins
Burns, Oregon

NOTED ON CARD

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

A

RECEIVED
MAR 25 1960
FOR FILING

[illegible]

5100

March 24, 1960

Mr. John R. Gilbertson
Attorney at Law
1221 Yeon Building
Portland 4, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of March 22 concerning the claim of your client, Ivan C. King, against Hebener & Jenkins. From your description this appears to be in connection with State Highway Contract No. 5100 with Robert M. Hebener & Elmer T. Jenkins, Burns, the prime contractors. This job was for rock production on the Burns-Princeton Section of the Burns-Crane and Crane-Scotts Butte Highway in Harney County.

The project was completed May 4, 1959, and accepted by the State Highway Commission August 13, 1959.

The surety is the American Surety Co. of New York, through Harney County Abstract & Title Co., Burns.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

JOHN R. GILBERTSON
ATTORNEY AT LAW
1221 YEON BUILDING
PORTLAND 4, OREGON
CAPITOL 8-3369

March 22, 1960

State Highway Department
State of Oregon
Salem, Oregon

#5100

Gentlemen:

[illegible]

This office represents Mr. Ivan C. King who has a claim against Hevner & Jenkins, which company had a contract with the State of Oregon for crushing rock in the vicinity of Burns, Oregon. I believe this contract was executed in the later part of 1958 or 1959. It is also my understanding that the bonding company is the American Surety Company.

I would appreciate knowing if the State Highway Department has accepted said work by affirmative action and if so, the date of said affirmative action.

Yours truly,

John R. Gilbertson

JRG/ld

RECEIVED
MAR 23 1960
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
JAN 18 1960
FOR FILING

[illegible]
5100

January 15, 1960

American Surety Co. of New York
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

Gentlemen:

Attached is a copy of a claim in the amount of $140.35 which has been filed January 8, 1960, with the Secretary of State by F. L. Somers, Medford, for materials furnished to Hebener & Jenkins. This appears to be in connection with State Highway Contract No. 5100 for rock production on the Burns-Princeton Section of the Burns-Crane and Crane-Scotts Butte Highway in Harney County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Harney County Abstract & Title Co.
Burns
Oregon

NOTED ON CARD
dc

Hebener & Jenkins
Burns
Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 8, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from F. L. Somers, P.O. Box 668, Medford, Oregon and filed as of this date, a notice of claim for the following listed materials furnished to Hebner & Jenkins, Burns, Oregon, (12 boxes 2x16-40% Red Cross powder, 1 roll Primacord) in the sum of $140.35 against the bond taken from The American Surety Co. of New York, through Harney County Abstract & Title Co., for the work of Oregon State Highway Commission Contract No. 5100 for rock production on the Burns-Princeton Section in Harney County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy for our records.

Please sign and return the carbon copy of this letter.

Our file No. 3679.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:er
Enc.

RECEIVED
JAN 11 1960
[illegible]

F. L. SOMERS
GENERAL CONTRACTOR
P. O. Box 668
MEDFORD, OREGON

January 7, 1960

Secretary of State
Salem,
Oregon

Dear Sir:

In accordance with the provisions of ORS 279.526, we are submitting herewith notice of claim against the bond taken from the American Surety Co. of New York by Hebner & Jenkins, Burhs, Oregon, for performance of Oregon State Highway Commission Contract No. 5100.

Very truly yours,

F. L. SOMERS

F. L. Somers
F. L. Somers
mn

FLS:mn

✓ CC: Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

COPY

RECEIVED
JAN 8 1960
OREGON
STATE HIGHWAY COMMISSION

F. L. SOMERS
GENERAL CONTRACTOR
P. O. Box 668 • Telephone SPring 3-1053
MEDFORD, OREGON

January 7, 1960

TO: Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned, F. L. SOMERS, has a claim for the following listed materials furnished to Hebner & Jenkins, Burns, Oregon:-

12 boxes 2x16-40% Red Cross powder
1 roll Primacord

in the sum of One Hundred Forty Dollars and thirty-five cents ($140.35) against the bond taken from The American Surety Co. of New York, through Harney County Abstract & Title Co., for the work of Oregon State Highway Commission Contract No. 5100 for rock production on the Burns-Princeton Section in Harney County.

Signed
F. L. Somers, Owner

File # 3679

FILED
JAN 8 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

FILED
JAN 8 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 24 1959
FOR FILING
[illegible]
5100

December 22, 1959

Mr. Robert M. Hebener
Burns,
Oregon

1475

Dear Sir:

A review has been made of the matter of liquidated damages assessed on the Burns-Princeton Neck Production job, Contract No. 5100, as set forth in your letter of November 13, 1959. You requested reconsideration of workday charges based as follows:

(1) For periods of flooding of the Silvies River occurring between March 1, 1958 to August 24, 1958, as the same affected your quarry operation.

(2) For closure of county roads providing access from your quarry to stockpile sites from August 24, 1958 to December 1, 1958.

In connection with number 1 above, our records show that there were only five days when you were actually prevented by high water from operating in your quarry; minor repairs to haul roads would have enabled you to operate at all other times. You profess ignorance of your rights to protest under the contract; however, it is set forth very clearly. Our resident engineer on the job states that you were advised of your right to protest weekly workday charges and no such protest was filed. There were 112 workdays charged up to August 24 while the contract was 63 per cent completed.

In connection with number 2 above, I wish to advise that Mr. Edwards' letter to you of November 3, 1958, expresses the Department's view on this protest. I wish to add, however, that had the job been prosecuted in a vigorous manner, the closure of the county roads would not have affected you. The specified quantity of material should have been produced in the 112 workdays occurring before August 24. Subsequently, the haul road was opened on December 27 and suitable weather prevailed between that date and March 1 affording you the opportunity to get the job completed before workday count started in the spring. You did not take advantage of this and for reasons of your own, procrastinated to such an extent as to incur further penalty of 45 workdays assessed in 1959.

In view of the foregoing, I cannot recommend an extension of time to the Highway Commission for this job.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. A. F. Parson

LHY:fp fn

A

RECEIVED
NOV 20 1959
FOR FILING

13 8310

5100

November 20, 1959

Mr. Robert M. Hebener

Burns, Oregon

Dear Mr. Hebener:

This is to acknowledge your letter of November 13 in which you protest the assessment of penalties for non-completion of State Highway Contract No. 5100 within the specified time limit.

Your letter is being forwarded to the State Highway Engineer for such investigation and action as may be appropriate.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms

cc: Mr. W. C. Williams

PLEASE RETURN TO
FORREST COOPER

Burns, Oregon
November 13, 1959

State Highway Commission
Salem, Oregon

Re: Contract No. 5100
Burns - Princeton Section
Burns - Crane Highway

Attention: Mr. Floyd Query

Gentlemen:

On behalf of Elmer T. Jenkins and myself, contractors, I request that you reconsider the present proposed basis for closing the above subject contract and grant us an extension of time for performance to a date that would eliminate the charge-back against us of all penalties. The basis for this request is as follows:

First: The flooding of Silvies River during the Spring of 1958 prevented us from operating our quarry for approximately one month. Work days were charged against us for said period because we had chosen to operate our own quarry rather than take rock from a suggested State site. We made no application for an extension at that time because of the advice of your field representative. Later we discussed the matter with an attorney who examined the contract and he informed us that it was too late to make such an application under the strict terms of the contract. We assumed that your representative had the final decision and therefore failed to exercise our rights under the contract.

Under the terms of the contract, floods and inclement weather which prevented 60% of the daily production normally possible for construction under favorable conditions, are grounds for suspension of work days. We would have filed written protest with you if it had not been for the position taken by your field representative that we had no right to make such a claim because the rock was not being hauled from a State designated quarry. There are no obligations under the contract that we should haul from a particular place.

This appears to have been an erroneous assumption on the part of your employee because our attorney advised that there was nothing in the contract making such a condition applicable to a State designated site.

For the period August 24th throughDecember 18, 1958, we were not able to perform because of the Silvies River Bridge No. 5169 Construction progress. This closed our route to and from our quarry. At our own expense, we constructed a detour around the bridge construction project No. 5169 and were stopped on my first trip by your Mr. Moore on the ground that there was no provision in the contract for a detour. There does not appear to be anything in the contract requiring us to haul over any specified route.

We have in our possession weekly time charge statements issued by L. C. Johnson, Resident Engineer, for the period August24th through September 27th, showing no time charged against us. At that time our access road was closed on account of construction under Contract 5169. This involved 35 full days, including Saturdays and Sundays on which we could have been working toward completion of our contract. We feel if it had not been for the construction work under your Contract 5169 that we could have completed our contract within the time limit. Our access road was closed until December 18, 1958, by the bridge construction work.

Shortly after October 4, 1958, revised work day statements were sent us for the period August 24, 1958 to September27, 1958, which charged us with work days. We entered a written protest against this decision, which was based upon the fact that a source of acceptable rock had been designated in the contract. There is no provision in our agreement with you obligating us to use the suggested source of material.

We do not feel that it would be equitable or reasonable to compel us to assume the risk of a work stoppage on account of Contract 5169 for the Silvies River Bridge construction project. At that time we bid on the job we were not aware of the possibility of this project and the closure of the means of access to our quarry.

It does not seem fair to us to be charged with a penalty for failure to perform when our omission or failure was due to a condition created by you.

We would be most grateful if you would review this entire matter and if there is any further or additional information that you may require, please feel free to call upon the writer.

Very truly yours,

Robert M. Hebener

RECEIVED
NOV 19 1959
OREGON
STATE HIGHWAY COMMISSION

November 2, 1938

[illegible]
[illegible]
[illegible]

Burns-Princeton Section
Burns-Crane and Crane-
Scotts Butte Highways
Contract No. 51[illegible]

Dear Mr. [illegible]:

Reply is made to your letter of October 14th requesting reversal of our decision of charging workday time for the period of August [illegible] through October 4th.

This project was set up and a quarry specified which could have been worked throughout this period of time. It does not follow that it is the intent of the contract or specifications, to permit a contractor, through selection of a site to work other than that specified, to evade and avoid the principles set forth, namely, that of the completion of the contract within a specified time limit. The contractor, in selecting a site other than that specified, would only do so with the thought in mind of securing an advantage to himself such as the easier production of material or the shorter haul thereof or any other reason which would permit him to secure a larger margin of profit. In so doing, he must accept all the risks inherent in the selection of an alternate site from that specified. For this reason, our field engineers did not have the authority or moral right to contravene the contract and specifications by not charging workdays for a period when work could not be carried on because of the fact that the contractor selected a site which subjected him to this shutdown.

Very truly yours,

Tom Edwards
Construction Engineer

[illegible]:jw

cc A. F. Parsen

[illegible]
R. H. Young

RECEIVED
SEP 18 1959
FOR FILING
[illegible]
5100

FORM E-1

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 17, 1959

Robert M. Hebener
and
Elmer T. Jenkins
Burns, Oregon

Gentlemen:

The semi-final and final estimate vouchers covering work performed on the Burns - Princeton Section of the Burns - Crane Highway, State Highway Contract No. 5100, were mailed to you some time ago.

Our Claims Supervisor, Mr. Carl Smith, has written you several times regarding the return of these vouchers but has had no reply.

It would be appreciated if you would sign and return these vouchers so that payment can be forwarded to the American Surety Company of New York. Your certification of these estimates will have no bearing on any additional compensation you may feel you are entitled to.

Very truly yours,

W. C. Williams
State Highway Engineer

By:
C. H. Maison
Auditor

CHM:hs

cc: Floyd Query
Tom Edwards

American Surety Co. of New York
1212 Walker Bank Building
Salt Lake City 11, Utah

NOTED
FLOYD QUERY

RECEIVED
AUG 26 1959
FOR FILING
13-8310
5100

August 25, 1959

American Surety Company of New York
1212 Walker Bank Building
Salt Lake City 11, Utah

Attention: Mr. John T. Nelson
Claim Manager

Gentlemen:

This is in response to your letter of August 18 concerning the whereabouts of semi-final payment to Robert M. Hebener and Elmer T. Jenkins on State Highway Contract No. 5100.

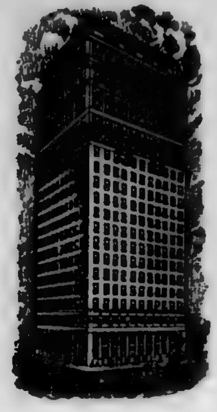
A check was made with the Accounting Division and we have been informed that the estimate sent out to the contractor for signature has not been returned even though several reminders have been sent to the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

W. E. McKELL
Chairman of the Board and President



JOHN B. CRAWFORD
Manager

American Surety Company
of New York
SALT LAKE CITY BRANCH OFFICE
1212 WALKER BANK BUILDING – SALT LAKE CITY 11, UTAH – TEL. EMPIRE 3-8881

August 18, 1959

JTN:LF

Re: #3459 Y 009   Hebener & Jenkins

#5100

State of Oregon,
State Highway Department,
Salem, Oregon.

Gentlemen:

On July 8th we received your letter in which you advised you were ready to release the semi-final payment to us. However, we have not at this date received such payment and are wondering if anything is necessary.

Will you please correspond with this office?

Yours very truly,
John T. Nelson
JOHN T. NELSON,
Claim Manager.

on 6-25 our letter to Surety 725 Yeon Bldg Portland
would release semi final 7-6
on 8-25 were advised Contractor had not
returned voucher sent to him for signature.

AUG 21 1959

75th Anniversary
1884 – 1959

RECEIVED
AUG 28 1959
FOR FILING
[illegible]
900

[illegible]

August 27, 1959

American Surety Company
340 Pine Street
San Francisco 4, California

Attention: G. G. Leacher, Attorney

Dear Mr. Leacher:

This is to acknowledge your letter of August 21 concerning estimate voucher on Contract No. 5100 awarded to Robert M. Hebener and Elmer T. Jenkins.

The contract was completed May 4 and was accepted by the State Highway Commission on August 13, 1959. The semi-final voucher, which was sent to the contractor on June 26, was in the amount of $3,326.26. Final payment in the amount of $752.96 is also being retained at this time. The total of these figures varies considerably from the unpaid balance mentioned in your letter as amounting to $13,582. However, the contractor was assessed 120 days at $60 a day, for a total of $7,200, for failure to complete the contract within the specified time limit.

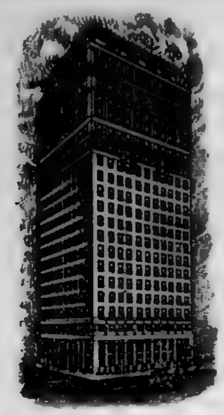
The contract contains a provision that, if the contractor fails to sign and return an estimate voucher within ninety days, the State may take action on its own to make the payment. It appears that the semi-final voucher for $3,326.26 was mailed approximately two months ago.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

NOTED ON CARD
JMC
8/28/59



W. E. McKELL
Chairman of the Board and President

American Surety Company
of New York
SAN FRANCISCO BRANCH OFFICE
340 PINE STREET – SAN FRANCISCO 4, CALIFORNIA – TEL. GARFIELD 1-5108

JAMES H. WELLS
Manager

August 21, 1959

State Highway Engineer
State Highway Dept.
Salem, Oregon

Re: Contract No. 5100 - Hibener & Jenkins

Gentlemen:

A copy of your letter of August 17th, addressed to Hebener & Jenkins has been furnished the undersigned.

Inasmuch as all payments under this contract have been assigned to the American Surety Company, would it not be possible for us to sign the estimate voucher for $3326.26, and any future estimates which may be issued?

We too have been unable to locate Hebener & Jenkins and presumably they have left the area.

Has thi project now been accepted?

According to our records, the unpaid contract balance, including the above estimate, is in the neighborhood of $13,582.00? Is this correct?

Very truly yours,

George G. Leacher
G. G. LEACHER
ATTORNEY

Semi-final 3326.26
Final 752.96

Liquidated damages $7200.00
[illegible]

GGL/grc
cc: Salt Lake City

NOTED ON CARD
[illegible]
8/28/59

RECEIVED
[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

AUG 2 [illegible] 1959

75th Anniversary
1884 – 1959

August 17, 1959

Robert M. Hebener and
Elmer T. Jenkins
Burns, Oregon

Gentlemen:

On June 26, we mailed to you for signature estimate voucher No. 15800 for $3326.26 covering estimate 5 semi-final on contract No. 5100, the amount being assigned to the American Surety Company. This is the only voucher from the June estimates not back from signature and I have received no reply to my letters of July 9 and July 20. We can do nothing further toward completing payment on this estimate until it is returned signed and your prompt attention to the matter will be very much appreciated.

Very truly yours,

W. C. WILLIAMS
State Highway Engineer

By:
Carl F. Smith
Claims Supervisor

CFS:jm

cc: American Surety Co. of New York
1212 Walker Bank Building
Salt Lake City 11, Utah
Attn: John F. Nelson, Claims Manager

July 20, 1959

Robert M. Hebener
and
Elmer T. Jenkins
Burns, Oregon

Gentlemen:

On June 26th we mailed to you for signature a semi-final estimate voucher on contract 5100 in the amount of $3326.26. On July 3rd, I traced the return of the voucher, but to date I have no record of its being returned, signed, and we can do nothing further towards completion of the payment until it is returned properly executed. Your prompt return of the voucher will be appreciated.

Very truly yours,

W. C. WILLIAMS
State Highway Engineer

By:
Carl F. Smith
Claims Supervisor

CFS:jm

July 3, 1959

Robert M. Hebener
and
Elmer T. Jenkins
Burns, Oregon

Gentlemen:

On or about June 26, we mailed to you for signature estimate voucher No. 15800 for $3,326.26 covering estimate 5 semi-final on contract No. 5100, the amount being assigned to the American Surety Company. The prompt return of the voucher, properly certified, will permit us to complete payment.

Very truly yours,

W. C. WILLIAMS
State Highway Engineer

By:
Carl F. Smith
Claims Supervisor

CFS:jm

ATTACH TO [illegible] VOU. #15800

RECEIVED
AUG 4 - 1959

FOR FILING

[illegible]

5100

August 3, 1959

American Surety Company
David A. Lewis, Ass't. Manager
725 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5100 for the Burns-Princeton Rock Production Project on the Burns-Crane and Crane-Scotts Butte Highways in Harney County was completed by the contractor, Robert M. Hebener & Elmer T. Jenkins, on May 4, 1959, but has not as yet been accepted by the Commission.

Final payment in the amount of $752.96 will be released to the contractor, assigned to the American Surety Company of New York, after acceptance by the Commission. The total contract amount is $25,098.72, and no force account work was performed on the project.

Claims have been filed against this contract concerning which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

RECEIVED
JUN 29 1959
FOR FILING

June 25, 1959

American Surety Company of New York
David A. Lewis, Assistant Manager
725 Yeon Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Robert M. Hebener & Elmer T. Jenkins, assigned to American Surety Co. of New York, on contract #5100, covering the Burns-Princeton Rock Production Project on the Burns-Crane and Crane-Scotts Butte Highways in Harney County.

This payment, in the amount of $3,326.26 will be released to contractor, assigned to American Surety Co. of New York, on or after July 6, 1959. The retained percentage is $752.96.

There are claims against this project as follows:

> 10/30/58 - Letter from Alan Bossuot re claim for unpaid wages in furnishing crushed rock. No amount stipulated.
>
> 12/18/58 - Letter from Sec. of State re claim of Balzer Machinery Co., for services-supplies-rentals in amount of $21,195.29.
> 5/21/59 - Letter from Balzer Machinery Co. requesting claim be withdrawn.
>
> 4/28/59 - Letter from F. L. Somers re claim for materials in amount of $140.35.

You have been previously notified of these claims.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

A

RECEIVED
JUN 16 1959
FOR FILING

[illegible]

5100

Return to General Files

June 15, 1959

American Surety Company of New York
340 Pine Street
San Francisco 4, California

Attention: Mr. George G. Leacher
Attorney

Gentlemen:

We have your letter of June 3 requesting information pertaining to our Contract No. 5100 with Hebener & Jenkins for rock production on the Burns-Princeton Section in Harney County. This project was completed May 4, 1959 but has not yet been accepted by the State Highway Commission.

As requested, we are listing below the various claims which have been filed to date against this contract:

10-30-58 - Alan Boussout re claim for unpaid wages.

12-18-58 - Balzer Machinery Co. for services, supplies and rentals in amount of $21,195.29.
5-21-59 - Letter from Balzer Machinery Co. requesting claim be withdrawn.

4-28-59 - F. L. Somers for materials in amount of $140.35.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

CLAIMS

Hebener & Jenkins

Contract 5100 Completed 5-4-59 Not yet accepted.

10-30-58 -	Alan Boussout re claim for unpaid wages
12-18-58	Balzer Machinery Co. for services, supplies and rentals in amt. of $21,195.29
4-28-59	F. L. Somers for materials in amount of $140.35
5-21-59	Letter from Balzer Mach. Co. requesting claim filed 12-16-58 be withdrawn.

5100

W. E. McKELL
Chairman of the Board and President

American Surety Company
of New York
SAN FRANCISCO BRANCH OFFICE
340 PINE STREET – SAN FRANCISCO 4, CALIFORNIA – TEL. GARFIELD 1-5106

JAMES H. WELLS
Manager

June 3, 1959

State of Oregon
State Highway Department
Salem, Oregon

Re: 3459 Y 009 Hebener & Jenkins
(Burns-Princeton Rock Production Contract)

Gentlemen:

We have been trying unsuccessfully to contact Hebener and Jenkins for a status report on this contract.

Can you tell us whether the contract has been completed? ✓ If not, what amount of work remains to be done? What arrangements have been made for getting the work done?

It would also be helpful if you could supply us with a list of all claims filed with you by labor and material suppliers.

Thank you for your assistance.

Very truly yours,

George G Leacher

George G. Leacher
Attorney

GGL: ms
cc: Mr. J. T. Nelson

cmp 5-4-59

75th Anniversary
1884 – 1959

RECEIVED
JUN 8 1959
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
JUN 16 1959
FOR FILING

13-8310

5100

June 15, 1959

Balzer Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

This will acknowledge receipt of a copy of your letter of May 21, 1959 to the Secretary of State, stating that you withdraw the claim in the amount of $21,195.29, which you filed on December 16, 1958, against Hebener & Jenkins on our Contract No. 5100 for rock production on the Burns-Princeton Section of the Burns-Crane and Crane-Scotts Butte Highway in Harney County. We will note this release of claim in our records.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc.
American Surety Co. of New York
723 Yeon Building
Portland 4, Oregon
Attn: David A. Lewis

American Surety Company of New York
340 Pine Street
San Francisco 4, California

Harney County Abstract & Title Co.
Burns, Oregon

Robert M. Hebener & Elmer T. Jenkins
Burns, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
MAY 22 1959

5100

BALZER MACHINERY COMPANY
CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

May 21, 1959

Secretary of State
Salem, Oregon

Subject: Oregon State Highway Contract #5100
Rock Production for Burns-Crane, and Crane-Scottsbluffs
Road - Harney County.

Gentlemen:

On December 16, 1958 we filed notice of claim on the above subject contract.

We hereby request that this notice now be withdrawn.

Thank you.

COPY

Very truly yours,

BALZER MACHINERY COMPANY

John M. Allen
Manager

mff

cc/ American Surety Company - San Francisco, Calif.
Oregon State Highway Commission - Salem, Oregon

NOTED ON CARD

NOTED
C[illegible]

A

RECEIVED
MAY 11 1959
FOR FILING
[illegible]
5100

Salem, Oregon
May 11, 1959

Burns-Princeton Rock Production
Contract No. 5100
Harney County

Mr. L. C. Johnson
Resident Highway Engineer
Burns, Oregon

Second Notification, completion date, on the subject project was received today.

Neither Construction Division nor this office has a copy of the letter to the contractor noted on your Notification form. The notation is:

> "Completion is subject to provisions of Letter to Contractor, dated 4-24-59. Please refer to this letter for further information."

Will you please send two copies of the letter to this office, one for the contract record and one for the Construction Office files.

D. B. Parkes
Contract Payments Engineer

cc: A. F. Parson
E. A. Pease

DBP:lt

Form E-1-

13-8310

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 9, 1959

Section Burns-Princeton

Kind of work Rock Production

Highway Burns-Crane & Crane-Scotts Butte County Harney

Section prefix 13-8310

Contractor Hebener and Jenkins

Contract number 5100

Date of contract January 16, 1958

Specified work days 100

Date work started May 13, 1958

Work days used 220

Project authorization . . . . . $ 38,925.00

Exclusive of engineering . . . . . $ 36,157.00

Per cent of time elapsed 220 %

Estimated cost of completed project, exclusive of engineering . . . . $ 36,157.00

Estimated per cent overrun or underrun . . . . 00 %

Per cent of contract completed, based on total contract price . . . . 90 %

Engineering authorization . . . . . $ 2,768.00

Engineering cost to date $ 2,563.45, 92.6 %

Date project was completed 5/4, 1959

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed shaping of stockpiles on Monday of this week.

Field Party of three men finished remeasuring stockpiles Thursday of this week.

Semi-final should be submitted next week.

[illegible] Final Report this project.

NOTED

CONSTRUCTION DIVISION
RECEIVED
MAY 11 1959
NOTED.. CE ACE ACE CDE

Signed L. C. Johnson

Address 252 S. Date Ave., Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			10,000		
Total quantities corrected to date			10,000		
Estimated quantities moved or placed to date			9,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors 1

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1.........., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers	None	
Tuesday	Cloudy	"	
Wednesday	Fair	"	
Thursday	"	"	
Friday	"	"	
Saturday			

Cont. A
[illegible]

RECEIVED
[illegible] 1959
FOR FILING
13-8310
5100

April 28, 1959

F. L. Somers
P. O. Box 668
Medford, Oregon

Dear Sir:

This will acknowledge your letter of April 9, addressed to Lloyd C. Johnson, Resident Engineer at Burns, stating that Hebener & Jenkins owe you $140.35 for material furnished on our Contract No. 5100 for rock production on the Burns-Princeton Section in Harney County.

This contract is approximately 90 per cent complete. The American Surety Co. of New York, through Harney County Abstract & Title Co., Burns, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
ac

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 21, 1959

SUBJECT: Burns-Princeton Rock Production
Contract 5100

To

Mr. Tom Edwards
Construction Engineer
Salem

Herewith copy of a letter from Resident Engineer Johnson at Burns, along with a letter from F. L. Somers, General Contractors of Medford, and a bill in the amount of $140.35. All of this has to do with powder supplied to Hebner & Jenkins Co. of Burns, prime contractors on the subject project.

Evidently this is a just claim against the contractor. Will you kindly follow up.

A. F. Parson
Division Engineer

NOTED
FLOYD QUERY

By C D Cannon

C. D. Cannon
Office Engineer

cc, usual letters please
TE

CDC:dj
Encl.

[illegible]

CONSTRUCTION DIVISION
RECEIVED
APR 22 1959
NOTED-- ☐ ☑ ☐ ☐ ☐
CE [illegible] ACE CCE

OREGON STATE [illegible]

INTER DEPARTMENT CORRESPONDENCE

Burns, Oregon
April 17, 1939

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
State Highway Dept.
LaGrande, Oregon

Enclosed is a letter received from P. L. Somers regarding some Powder that he furnished Hebener and Jenkins, billing has been made to Hebener and Jenkins, however since Somers is unable to get any satisfaction in this matter, he has turned this item over to me and I am forwarding it to you for disposition.

L. C. Johnson
Resident Engineer

[illegible]
GENERAL CONTRACTOR
[illegible] • Telephone SPring 3-[illegible]053
MEDFORD, OREGON

Apr[illegible], 1959

#5100

Mr. Lloyd C. Johnson,
Resident Engineer
Oregon State Highway Department
252 So. Date Street
Burns, Oregon

Dear Mr. Johnson:

We are enclosing herewith copy of our statement to Hebner & Jenkins covering material furnished them for use on their stockpile contract at the time we were working on Contract No. 5038.

Up to the present time we have been unable to make collection of this outstanding account.

Very truly yours,

F. L. SOMERS

F. L. Somers

mn

RECEIVED
DIV. [illegible] OFFICE
[illegible]

COPY

F. L. SOMERS

GENERAL CONTRACTOR
P. O. Box 668 • Telephone SPring 3-1053
MEDFORD, OREGON

DATE October 27, 1958

Hebner & Jenkins Co.
Burns,
Oregon

JOB NO.

YOUR ORDER NO.

TERMS Net

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
12	boxes Red Cross 2x16-40% powder 600 lbs.	17.95	107.70
1	Roll Primacord	32.65	32.65
			$ 140.35

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APR 30 1959

FOR FILING
12-[illegible]

5700

April 28, 1959

American Surety Co. of New York
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

Gentlemen:

A letter has been received from F. L. Somers, P. O. Box 668, Medford, advising that Hebener & Jenkins owe them $140.35 for materials which appear to be in connection with our Contract No. 5700 for rock production on the Burns-Princeton Section of the Burns-Crane and Crane-Scotts Butte Highway in Harney County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Harney County Abstract & Title Co.
Burns
Oregon

Robert M. Hebener & Elmer T. Jenkins
Burns
Oregon

NOTED ON CARD

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

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APR 16 1959
FOR FILING

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5100

April 8, 1959

Messrs. Robert M. Hebener
and Elmer T. Jenkins
444 S. Juntura Avenue
Burns, Oregon

Re: Contract No. 5100
Burns-Princeton Rock Production
Harney County

Gentlemen:

An estimate for work done to April 5, 1959, has been submitted by Resident Highway Engineer L. C. Johnson on the subject contract. Payment cannot be made because of the liquidated damages due for overrun of the contract time.

Following is a brief summary of the amount owed to date on the contract:

Due contractor 4-5-59 as per estimate submitted	$5,778.20	
Less retainage	259.50	
Payment due this estimate		$5,518.70
Liquidated damages to April 4 99 days at $60.00		5,940.00
Net amount of overpayment		$ 421.30

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

cc: A. F. Parson
L. C. Johnson

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March 31, 1959

American Surety Company of New York
1212 Walker Bank Building
Salt Lake City 11, Utah

Attention: Mr. John T. Nelson
Claim Manager

Gentlemen:

This is to acknowledge an assignment, signed by Robert M. Hebener and Elmer T. Jenkins, assigning to American Surety Company of New York all sums of money payable or to become payable under Contract No. 5100, for rock production on the Burns-Crane and Crane-Scotts Butte Highways, Harney County.

The assignment will be honored and payments made as requested.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Harney County Abstract & Title Co., Agent
American Surety Company of New York
Burns, Oregon

Robert M. Hebener and Elmer T. Jenkins
Burns, Oregon

C. H. Maison (2)

Mr. Maison:

Attached is a photo copy of the assignment submitted to us. Please mail payments to American Surety Company of New York, attention John T. Nelson, Claim Manager, 1212 Walker Bank Building, Salt Lake City 11, Utah.

FQ

(Assignment of Claim referred to above is filed in Contract No. 5100, in the Secretary's office. em.)

NOTED ON CARD
om

REGISTERED

W. E. McKELL
Chairman of the Board and President

American Surety Company
of New York

SALT LAKE CITY BRANCH OFFICE
1212 WALKER BANK BUILDING – SALT LAKE CITY 11, UTAH – TEL. EMPIRE 3-8881

JOHN B. CRAWFORD
Manager

March 23, 1959

RE: 3459-Y-009 - State of Oregon (Hgy. Dept.)
Principal: Robert W. Hebener and Elmer T. Jenkins

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary
Oregon State Highway Comm.

Gentlemen:

Enclosed is an assignment executed by Elmer T. Jenkins and Robert W. Hebener properly notarized. As payment becomes due under this contract, kindly make your draft payable to the American Surety Company of New York and forward to this office.

Yours very truly,

John T. Nelson

JOHN T. NELSON
Claim Manager

JTN:kp

Enclosure

cc: George G. Leacher

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MAR 26 1959
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5100

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noted on card

March 13, 1959

American Surety Company of New York
1212 Walker Bank Building
Salt Lake City 11, Utah

Attention: Mr. John T. Nelson
Claim Manager

Gentlemen:

In response to your letter of March 9 concerning Hebener and Jenkins, Contract No. 5100, your Bond No. 34-580-304, we will withhold further payments to the contractor until you have notified us otherwise in writing.

Inquiry to the Construction Department reveals that the rock apparently has been all crushed but has not been delivered to the specified stockpile sites because of difficulties the contractor has encountered in a hauling road. Construction records indicate that the contract as of March 1, 1959 had overrun 75 working days. According to the schedule of liquidated damages included in the contract the amount for this contract would be at the rate of $60 per day. We do not know what the final amount of the penalty will be.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FO:jmc

cc: Mr. George C. Leacher
San Francisco Legal Department
American Surety Company of New York
340 Pine Street
San Francisco, California

C. H. Maison (2)

NOTED
C. W. HEAD

Mr. Maison:
Please withhold further payments on Contract No. 5100 until we have been advised by the surety that such payments may be released.

NOTED ON CARD

FO

W. E. McKELL
Chairman of the Board and President

American Surety Company
of New York

SALT LAKE CITY BRANCH OFFICE
1212 WALKER BANK BUILDING – SALT LAKE CITY 11, UTAH – TEL. EMPIRE 3-8881

JOHN B. CRAWFORD
Manager

March 9, 1959

RE: Claim No. 3459-Y-009
Hebener & Jenkins - Bond No. 34-580-304

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

In accordance with the terms of the bond application for the above named principals executed when this bond was issued, it would be greatly appreciated if you would withhold further payment of funds to our principals unless our permission in writing is received.

Our principals have also informed us that the State has indicated that they will assess penalty for the delay in the completion of this job. We would appreciate if you would advise us the amount of penalties incurred to date and the basis and manner in which these were computed and the rate at which penalty will accrue in the future. This information is needed so that we may know the approximate amount our principal may expect upon completion of this job.

Yours very truly,

John T. Nelson

JOHN T. NELSON
Claim Manager

JTN:kp

cc: George C. Leacher
San Francisco Legal Department

RECEIVED
MAR 12 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
MAR 3 1959
FOR FILING

5100

March 12, 1959

Messrs. Robert W. Hebener
and Elmer T. Jenkins
444 S. Junture Avenue
Burns, Oregon

Contract No. 5100
Burns-Princeton Section
Harney County

Gentlemen:

As you are undoubtedly aware, an estimate for work done to March 15, 1959, has been submitted by Resident Highway Engineer L. C. Johnson on the subject contract. Payment cannot be made because of the liquidated damages due for overrun of the contract time.

Following is a brief summary of the amount owed to date on the contract:

Due contractor to 3-5-59 as per estimate submitted	$1,418.60	
Less 10% retainage	141.86	
Payment due this estimate		$1,276.74
Liquidated damages to March 6 80 days at $60.00		-4,800.00
Net amount of overpayment		$3,523.26

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: A. F. Parson
L. C. Johnson

FORM E 3 20M 6-51 68516

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 6, 1959

SUBJECT: Monthly Estimate No. 5
Burns-Princeton Rock Production
Contract No. 5100

To

Mr. Tom Edwards
Construction Engineer
Salem

Herewith Monthly Estimate No. 5 for subject contract.

Your attention is called to the fact that this job is now 80 days over time at $60.00 a day, $4,800.00. We wish to be sure that the contractor has enough money held back to cover his penalty.

A. F. Parson
Division Engineer

AFP:gb

CONSTRUCTION DIVISION
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MAR 9 1959
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FOR FILING
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5100

January 16, 1959

American Surety Company of New York
1212 Walker Bank Building
Salt Lake City 11, Utah

Attention: Mr. John T. Nelson
Claim Manager

Gentlemen:

This will acknowledge your letter of January 13, 1959, requesting additional information on our Highway Contract No. 5100 - prime contractor, Robert M. Hebener & Elmer T. Jenkins, on rock production project on the Burns-Princeton Section in Harney County. We are listing below the amount paid and retainage on each estimate to date on this contract:

Estimate #1 -	$ 778.50
Retained -	86.50
Estimate #2 -	$5,169.24
Retained -	574.36
Estimate #3 -	$6,975.36
Retained -	775.04
Estimate #4 -	$8,096.40
Retained -	899.60

This project is not yet completed and it is not known at this time just when the completion date will be.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

Est# 1 — $778.50
ret — $86.50
Est# 2 — $5,169.24
ret — $574.36
Est# 3 — $6,975.36
ret — $775.04
Est# 4 — $8,096.40
ret — $899.60

Not Yet Completed.

5100
Harney

merican Surety Company
of New York

SALT LAKE CITY BRANCH OFFICE
LKER BANK BUILDING – SALT LAKE CITY 11, UTAH – TEL. EMPIRE 3-8881

January 13, 1959

RE: Bond No. 34-580-304
Hebener & Jenkins

tment

Attention: C. W. Head, Ass't Secretary

Dear Sir:

Your "Status Inquiry" report was received January 8th. However, for our records we would appreciate knowing the exact amount of each estimate which has been paid to the contractor together with the retainage figure on each estimate.

It would also be greatly appreciated if you would advise the approximate completion date if known to your department.

Yours very truly,

John T. Nelson
JOHN T. NELSON
Claim Manager

JTN:kp

RECEIVED
JAN 16 1959
OREGON
STATE HIGHWAY COMMISSION

5100
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W. E. McKELL
Chairman of the Board and President

American Surety Company
of New York

SALT LAKE CITY BRANCH OFFICE
1212 WALKER BANK BUILDING – SALT LAKE CITY 11, UTAH – TEL. EMPIRE 3-8881

JOHN B. CRAWFORD
Manager

January 13, 1959

RE: Bond No. 34-580-304
Hebener & Jenkins

State of Oregon
State Highway Department
Salem, Oregon

Attention: C. W. Head, Ass't Secretary

Dear Sir:

Your "Status Inquiry" report was received January 8th. However, for our records we would appreciate knowing the exact amount of each estimate which has been paid to the contractor together with the retainage figure on each estimate.

It would also be greatly appreciated if you would advise the approximate completion date if known to your department.

Yours very truly,

John T. Nelson
JOHN T. NELSON
Claim Manager

JTN:kp

RECEIVED
JAN 16 1959
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
DEC 22 1958
FOR FILING

13 8310
5100

Dec. 19, 1958

David A. Lewis, Ass't. Manager
American Surety Co. of New York
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $21,195.29 which has been filed with the Secretary of State by Balzer Machinery Company for services, supplies and rentals of equipment furnished to Robert M. Hebener and Elmer T. Jenkins on our Contract No. 5100, for rock production on the Burns-Princeton Section of the Burns-Crane and Crane-Scotts Butte Highways in Harney County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWN:cm
Attach.

cc: Harney County Abstract & Title Co.
Burns, Oregon

Robert M. Hebener & Elmer T. Jenkins
Burns, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
OM

Equipment for Construction, Logging, Industry

Balzer Machinery Co.

R. L. BALZER, partner
J. M. ALLEN, manager

2136 S.E. EIGHTH AVENUE PORTLAND 14, OREGON • PHONE BElmont 2-2141

December 16, 1958

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Balzer Machinery Company, has a claim for services, supplies and rentals of equipment furnished by it, as shown by copies of the attached invoices, in the sum of $21,195.29, against the bond taken from American Surety Company of New York, whose agent is Harney County Abstract & Title Company, of Burns, Oregon, for the work of Oregon State Highway Contract No. 5100 for rock production for the Burns Crane and Crane Scottsbluffs roads in Harney County.

Yours very truly,

BALZER MACHINERY COMPANY

Harry Shuler

Harry Shuler
Business Manager

File #3620

FILED
DEC 18 1958
MARK O. HATFIELD
SECRETARY OF STATE

mff

cc/ Secretary of State, Salem, Oregon
American Surety Company of New York, Salt Lake City.

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RECEIVED
DEC 22 1958
FOR FILING

13-8310

5100

Dec. 19, 1958

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of Dec. 18, 1958, which had attached to it three copies of a claim in the sum of $21,195.29, filed in your office by Balzier Machinery Company for services, supplies, and rentals of equipment furnished to Robert M. Hebener and Elmer T. Jenkins on our Contract #5100, your file No. 3620.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:cm

NOTED ON CARD
cm

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

December 18, 1958

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Balzer Machinery Company, 2136 S. E. Eighth Avenue, Portland 14, Oregon and filed as of this date, a notice of claim by Balzer Machinery Company for services, supplies and rentals of equipment furnished by it in the sum of $21,195.29, against the bond taken from American Surety Company of New York, whose agent is Harney County Abstract & Title Company, of Burns, Oregon, for the work of Oregon State Highway Contract No. 5100 for rock production for the Burns Crane and Crane Scottsbluffs roads in Harney County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
DEC 19 1958
OREGON
STATE HIGHWAY COMMISSION

BALZER MACHINERY COMPANY
CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

December 16, 1958

Ed., Within a few days
we should receive a letter from
the Sec. of State. Do we know
the status of this contract E.Q.

Secretary of State
Salem, Oregon

Dear Sir:

Enclosed is our notification, as prescribed by law, filing notice of claim on public contractors, Hebener & Jenkins' bond with American Surety Company of New York.

We should like to call your attention to the fact that rentals on the equipment are charged through December 31, 1958, and we are advised that the job has not yet been completed, so there will be additional rental charges against this subject contract and bond.

COPY

Yours very truly,

BALZER MACHINERY COMPANY

Harry Shuler
Business Manager

mff

Enclosure

cc/ Oregon State Highway Commission
American Surety Company of New York, Salt Lake City.

RECEIVED
DEC 18 1958
OREGON
STATE HIGHWAY COMMISSION

BALZER MACHINERY COMPANY
CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

December 16, 1958

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Balzer Machinery Company, has a claim for services, supplies and rentals of equipment furnished by it, as shown by copies of the attached invoices, in the sum of $21,195.29, against the bond taken from American Surety Company of New York, whose agent is Harney County Abstract & Title Company, of Burns, Oregon, for the work of Oregon State Highway Contract No. 5100 for rock production for the Burns Crane and Crane Scottsbluffs roads in Harney County.

COPY

Yours very truly,

BALZER MACHINERY COMPANY

Harry Shuler
Business Manager

mff

cc/ Secretary of State, Salem, Oregon
American Surety Company of New York, Salt Lake City.

RECEIVED
DEC 18 1958
OREGON
STATE HIGHWAY COMMISSION

[redacted]

BA[illegible]ER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT : same
CITY & STATE : Burns, Oregon
INVOICE NO. : 105927
VIA : Bend-Port. Trk - Prepaid
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: 15532
DATE SOLD: 3-27-58
DATE SHIPPED: 3-27-58
DATE BILLED: 4-9-58
TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION		PRICE	AMOUNT
	1		Flint Screen, 4'x4'2½", ¼" sq. op., 11 ga.	19 sq ft	2.00'	38.00
			Form for Simplicity w/metal bands			
	1		Flint Screen, 4'x4'2½", 3/8" sq op, 10 ga.	19 sq ft	1.75'	33.25
			Form for Simplicity w/metal bands			
	2		Flint Screens, 4'x4'2½", 8 mesh	38 sq ft	2.30	87.40
			Form for Simplicity w/metal bands	4 pieces	3.50	14.00
			4 sets tension bands		5.00	20.00
						192.65
			Prepaid freight charge			3.37
						196.02

COPY

HABCO INC. - OAKLAND 65846

BA[illegible]ER MACHINERY CO[illegible]ANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 106007
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 4-14-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546-P Universal Crushing Plant(Primary), s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-SS-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 4-1-58 to 4-30-58 incl.		2,364.00
			Insurance for the above ~~mx~~ period		22.20
					2,386.20

COPY

MARCO INC. - OAKLAND 65846

BA[illegible]ER MACHINERY COM[illegible]ANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins

SHIP TO : same

ADDRESS : 444 South Juntura Avenue

AT :

CITY & STATE : Burns, Oregon

INVOICE NO. : 106419

VIA : stage - collect

F.O.B.: Portland

FROM: Portland

CUST. ORD. NO. :

OUR ORD. NO.: 15626

DATE SOLD: 4-11-58

DATE SHIPPED: 4-11-48

DATE BILLED: 5-7-58

TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
1	1		8C 8[illegible]0 v-belt sheave w/ 2¼" bushing, 5/8" KW		58.43
8	8		C-255 vulco ropes, matched #51	14.97	119.76
1	1		5/8"x5/16"x1/4"x1/2" special cut key		3.25
					181.44

COPY

UARCO INC. - OAKLAND 65846

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 106495
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 5-9-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546-P Universal Primary Crushing Plant, s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-SS-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 5-1-58 to 5-31-58 incl.		2,364.00
			Insurance for the above period		22.20
					2,386.20

COPY

BASCO INC. - OAKLAND 65846

BA[illegible]ER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE PORTLAND 14, OREGON

BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins

SHIP TO : same

ADDRESS : 444 South Juntura Avenue

AT : same

CITY & STATE : Burns, Oregon

INVOICE NO. : 106606

VIA : stage - collect

F.O.B.: Portland

FROM: Portland

CUST. ORD. NO. :

OUR ORD. NO.: GMH

DATE SOLD: 4-4-58

DATE SHIPPED: 4-4-58

DATE BILLED: 5-16-58

TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
8	8		Vulco ropes matched C-255	14.95	119.60
1	1		3/4" x 3/4" x 8" long key stock		.30
1	1		TX-1-¼" bushing		3.40
					123.30

COPY

MASCO INC. - OAKLAND 65846

BA ER MACHINERY COM ANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT : same
CITY & STATE : Burns, Oregon
INVOICE NO. : 106607
VIA : stage - collect
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. : 'phone
OUR ORD. NO.: 405-A
DATE SOLD: 4-8-58
DATE SHIPPED: 4-8-58
DATE BILLED: 5-16-58
TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
1	1		T-1-1/8" taper lock bushing		3.40

Note: Credit to be issued on return of incorrect bushing

COPY

BARCO INC. - OAKLAND 68846

BALLER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO :	Robert Hebener & Elmer Jenkins	SHIP TO :	same
ADDRESS :	444 South Juntura Avenue	AT :	same
CITY & STATE :	Burns, Oregon	INVOICE NO. :	106608
VIA :	stage - collect	F.O.B.:	Portland
		FROM:	Portland

CUST. ORD. NO. :
OUR ORD. NO.: 15814
DATE SOLD: 5-9-58
DATE SHIPPED: 5-9-58
DATE BILLED: 5-16-58
TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
1	1		1008.0 VM OD sheave with 3" hub, 3/4x3/8 key way	78.80	78.80
			Charge made us by supplier for delivery to stage		1.27
					80.07

COPY

MARCO INC. - OAKLAND 65846

[redacted]

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins

SHIP TO : same

ADDRESS : 444 South Junturn Avenue

AT :

CITY & STATE : Burns, Oregon

INVOICE NO. : 106658

VIA : will call

F.O.B.: Portland

FROM: Portland

CUST. ORD. NO. :

OUR ORD. NO.: 15811

DATE SOLD: 5-9-58

DATE SHIPPED: 5-10-58

DATE BILLED: 5-16-68

TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION		PRICE	AMOUNT
2	2		Flint Screens, 4'x4', ½" sq. op., 8 ga. - 38 sq. ft.		1.75'	66.50
			Form for Simplicity	2 pieces	2.00	4.00
			Add tension bands	2 pieces	5.00	10.00
						80.50

COPY

BASCO INC. - OAKLAND 65846

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 107108
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 6-16-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546-P Universal Primary Crushing Plant, s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-88-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 6-1-58 to 6-30-58 incl.		2,364.00
			Insurance for the above period		22.20
					2,386.20

COPY

BARCO INC. - OAKLAND 63846

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 107564
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 7-14-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546-P Universal Primary Crushing Plant, s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-38-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyers	2,364.00/mo.	
			Single shift rental from 7-1-58 to 7-31-58 incl.		2,364.00
			Insurance for the above period		22.20
					2,386.20

COPY

BARCO INC. - OAKLAND 65646

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 108029
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 8-14-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546-P Universal Primary Crushing Plant, s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-SS-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 8-1-58 to 8-31-58 incl.		2,364.00
			Insurance for the above period		22.20
					2,386.20

COPY

HARCO INC. - OAKLAND 65846

BALZER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
ADDRESS : 444 South Juntura Avenue
CITY & STATE : Burns, Oregon
VIA : Stage collect

SHIP TO : same
AT :

INVOICE NO. : 108204

CUST. ORD. NO. :
OUR ORD. NO.: 16411
DATE SOLD: 8-15-58
F.O.B.: Portland
DATE SHIPPED: 8-15-58
FROM: Portland
DATE BILLED: 8-26-58
TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			For Universal Crushing Plant		
4	4		C-255 v-belts	16.75	67.00

COPY

[illegible] INC. - OAKLAND [illegible]

BALZER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 108205
VIA : Stage Collect
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: JB
DATE SOLD: 8-16-58
DATE SHIPPED: 8-18-58
DATE BILLED: 8-26-58
TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
6	6		C-255 v-belts	16.75	100.50

COPY

BARCO INC. - OAKLAND 65846

BALZER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : **Robert Hebener & Elmer Jenkins**
ADDRESS : **444 South Juntura Avenue**
CITY & STATE : **Burns, Oregon**
VIA : **Express--Prepaid**

SHIP TO : **same**
AT : **same**

INVOICE NO. : **108311**

CUST. ORD. NO. :
OUR ORD. NO.: 16439
DATE SOLD: 8-20-58
F.O.B.: **Portland**
DATE SHIPPED: **8-20-58**
FROM: **Portland**
DATE BILLED: 8-20-58
TERMS : Net 30 days

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
	2		Flint Screens, 4'x4', ½" sq. op., 8 ga. - 38 sq. ft.	1.75'	66.50
			Form for Simplicity with tension bands - 2 pieces	7.00	14.00
					80.50
			Prepaid express		2.10
					82.60

COPY

NASCO INC. - OAKLAND 68846

BALZER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 108601
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 9-12-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546-P Universal Primary Crushing Plant, s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-88-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 9-1-58 to 9-30-58 incl.		2,364.00
			Insurance for the above period		22.20
					2,386.20

COPY

UARCO INC. - OAKLAND 65846

[redacted]

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
ADDRESS : 444 South Juntura Avenue
CITY & STATE : Burns, Oregon
VIA : will call

SHIP TO : same
AT :

INVOICE NO. : 109274

F.O.B.: Portland
FROM: Portland

CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 10-16-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546-P Universal Primary Crushing Plant, s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-58-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 10-1-58 to 10-31-58 incl.	[illegible]	2,364.00
			Insurance for the above period		22.20
					2,386.20

COPY

NASCO INC. - OAKLAND 65846

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 109855
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-13-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 11-13-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental on:		
	1		Model 546P Universal Primary Crushing Plant, s/n 501X1		
	1		30"x18" Universal Roll Crusher, s/n 407X12		
	1		3'x8' Simplicity Double-Deck Screen, s/n 238-SS0928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 11-1-58 to 11-30-58 incl.		2,364.00
			Insurance for the above period		22.20
					2,386.20

COPY

DARCO INC. - OAKLAND 65846

BALZER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
ADDRESS : 444 South Juntura Avenue
CITY & STATE : Burns, Oregon
VIA : will call

SHIP TO : same
AT :

INVOICE NO. : 110196

CUST. ORD. NO. :
OUR ORD. NO.: RT9961
F.O.B.: Portland
FROM: Portland
DATE SOLD: 11-13-58
DATE SHIPPED: 12-4-58
DATE BILLED: 12-4-58
TERMS : Net Cash

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Repaired & Returned:		
	1		3018 Universal Roll Crusher, s/n 407X12		
			PARTS & LABOR:		
	32		4" pieces 3/16"x2½" strip	.15	4.80
	3		55166 seals	2.20	6.60
	6		1"x6" sq. head mach. bolts w/heavy hex nuts	1.78	10.68
	6		9/16"x1-3/4" NC HT capscrews	.15	.90
	100		3/8"x1" NC HT capscrews w/heavy hex nuts & LW	.56	5.60
	8		7/8"x4" NC HT capscrews w/heavy hex nuts & LW	1.47	11.76
	16		3/4"x4" NC HT capscrews w/heavy hex nuts & LW	.88	14.08
	1		12-tooth pinion		106.47
			Machine shop charge to furnish and machine new countershaft; braze bearing retainer; weld roll shaft and remachine; weld bull gear and rebore taper; make bearing retainer; weld pinion bore and machine		405.46

CONTINUED

COPY

HARCO INC. - OAKLAND 65846

BALZER MACHINERY COMPANY
2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : **Hebener & Jenkins**

SHIP TO :

ADDRESS :

Page 2

AT :

CITY & STATE :

INVOICE NO. : 110196

VIA :

F.O.B.:

FROM:

CUST. ORD. NO. :

OUR ORD. NO.:

DATE SOLD:

DATE SHIPPED:

DATE BILLED:

TERMS :

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			CONTINUED		
			Machine shop charge to machine countershaft cover		3.25
			Machine shop charge to reseat seal plate to fit oil seal		3.25
			Service manager's labor, 10½ hours straight time	5.75/hr	60.38
			Mechanic's labor, 95½ hours straight time	5.25/hr	501.38
			Welders' labor, 9 hours straight time	6.25/hr	56.25
					1,190.86

COPY

BANCO INC. - OAKLAND 65646

BALZER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Hebener & Jenkins

SHIP TO :

ADDRESS :

Page 2

AT :

CITY & STATE :

INVOICE NO. : 110196

VIA :

F.O.B.:

FROM:

CUST. ORD. NO. :

OUR ORD. NO.:

DATE SOLD:

DATE SHIPPED:

DATE BILLED:

TERMS :

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			CONTINUED		
			Machine shop charge to machine countershaft cover		3.25
			Machine shop charge to reseat seal plate to fit oil seal		3.25
			Service manager's labor, 10½ hours straight time	5.75/hr	60.38
			Mechanic's labor, 95½ hours straight time	5.25/hr	501.38
			Welders' labor, 9 hours straight time	6.25/hr	56.25
					1,190.86

COPY

NABCO INC. - OAKLAND 65646

BALZER MACHINERY COMPANY

2136 S. E. EIGHTH AVENUE
PORTLAND 14, OREGON
BElmont 2-2141

SOLD TO : Robert Hebener & Elmer Jenkins
SHIP TO : same
ADDRESS : 444 South Juntura Avenue
AT :
CITY & STATE : Burns, Oregon
INVOICE NO. : 110214
VIA : will call
F.O.B.: Portland
FROM: Portland
CUST. ORD. NO. :
OUR ORD. NO.: TWM
DATE SOLD: 3-12-58
DATE SHIPPED: 3-13&25-58
DATE BILLED: 12-9-58
TERMS : Contract

ORD.	SHIP.	B.O.	DESCRIPTION	PRICE	AMOUNT
			Rental On;		
	1		Model 546-P Universal Primary Crushing Plant, s/n 501X1		
	1		30x18 Universal Roll Crusher, s/n 407X12		
	1		3x8 Simplicity Double-Deck Screen, s/n 238-SS-928		
	2		18"x30' Channel-Frame Conveyors		
	2		24"x30' Channel-Frame Conveyors	2,364.00/mo.	
			Single shift rental from 12-1-58 to 12-31-58 incl.		2,364.00
			Insurance for the above period		22.20
					2,386.00

COPY

BARCO INC. • OAKLAND 65846

RECEIVED
NOV 7 - 1958
FOR FILING

13-8-[illegible]
5100

[illegible]
~~not~~ on card
file

November 5, 1958

American Surety Co. of New York
David A. Lewis, Assistant Manager
149 Yeon Building
Portland 4, Oregon

Gentlemen:

A letter has been received from Alan L. [illegible], 132 East Tamarack Street, [illegible], stating that [illegible] and Elmer [illegible] are due an unstated amount of money for wages in connection with what appears to be Contract No. [illegible] for the production on the Burns-[illegible] section of the Burns-Crane Highway and Crane-[illegible] Butte Highway in Harney County. We provide this information as your Company appears as surety in the performance bond furnished on the contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jb

NOTED ON CARD
[illegible]

RECEIVED
NOV 7 - 1958
FOR FILING

15-8-10

5100

- Edith
Noted on card

November 6, 1958

Mr. Alan L. Bossuot
622 East VanBuren Street
Burns, Oregon

Dear Mr. Bossuot:

We have your letter of October 30, 1958, stating that you have a claim against Hebener and Jenkins for unpaid wages in furnishing crushed rock to stock piles on Oregon Highway No. 78. It appears that your claim pertains to our Contract No. 5100 awarded to Robert M. Hebener and Elmer T. Jenkins for rock production on the Burns-Princeton Section on the Burns-Crane and Crane-Scotts Butte Highways in Harney County.

The contract has not yet been completed. American Surety Company of New York through Harney County Abstract and Title Company, Burns, furnished the performance bond for this contract. The bond is given to assure completion of the contract and payment of all bills incurred in it, including labor. If you wish to protect your claim against the bond for a period longer than six months following completion of the contract you may do so if you will file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws in which we have marked in red pencil the portion which describes the procedure for filing. Also, you may, if you wish, present your claim to the Labor Commissioner, Mr. Norman O. Nilsen, 325 State Office Building, Salem, Oregon. The State does not make payment to claimants, but we will advise the surety and the contractor that your claim has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:js

Attachment

NOTED ON CARD

Burns,Oregon
Oct.30,1958

Oregon State Highway Commission,
Salem,Oregon.

5100
not completed

Gentlemen;

I have been unable to collect my wages in full for labor which I performed for Hebener and Henkins in connection with their contract with the Oregon State Highway Commission for crushing and deliverying rock to stockpiles on Oregon Highway #78.

To protect my labor claim must I file a legal action against my employer and the Oregon State Highway Commission?

I have worked on this job since June 1958 and Have recieved two draw checks the last one on Sept. 12th. Kindly give this matter your prompt attention and advise me. My financial situation is serious and I must act soon to protect my creditors and my family.

Yours truly,

Alan Bossuot
622 East VanBuren St.
Burns,Oregon

RECEIVED
NOV 3 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
V 6 - 1958
FOR FILING
13-8310
5100

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 3, 1958

Mr. Robert M. Hebener
Burns,
Oregon

Burns-Princeton Section
Burns-Crane and Crane-
Scotts Butte Highways
Contract No. 5100

Dear Mr. Hebener:

Reply is made to your letter of October 14th requesting reversal of our decision of charging workday time for the period of August 24th through October 4th.

This project was set up and a quarry specified which could have been worked throughout this period of time. It does not follow that it is the intent of the contract or specifications, to permit a contractor, through selection of a site to work other than that specified, to evade and avoid the principles set forth, namely, that of the completion of the contract within a specified time limit. The contractor, in selecting a site other than that specified, would only do so with the thought in mind of securing an advantage to himself such as the easier production of material or the shorter haul thereof or any other reason which would permit him to secure a larger margin of profit. In so doing, he must accept all the risks inherent in the selection of an alternate site from that specified. For this reason, our field engineers did not have the authority or moral right to contravene the contract and specifications by not charging workdays for a period when work could not be carried on because of the fact that the contractor selected a site which subjected him to this shutdown.

Very truly yours,

Tom Edwards

Tom Edwards
Construction Engineer

TE:jw

cc A. F. Parson

RECEIVED
NOV - 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
[illegible] COOPER

FORM E-122

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

A

RECEIVED
APR 8 1958
FOR FILING
2-8310
5100

Apr. 8, 1958

Mr. Robert M. Hebener and
Mr. Elmer T. Jenkins
Burns
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5100, awarded Jan. 16, 1958, for Burns-Princeton Rock Production Project on the Burns-Crane and Crane-Scotts Butte Highways in Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 23 1958
FOR FILING

5100

January 20, 1958

Hebener and Jenkins
444 South Juntura Avenue
Burns, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5100 for the Burns-Princeton Rock Production Project on the Burns-Crane and Crane-Scotts Butte Highways in Harney County.

This award was based on your bid of $34,600 which was the low bid submitted to the Commission on January 16, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

17-1603   Grants Pass Traffic Signals   1958

#5101

C9A
1432

RECEIVED
FEB 24 1964
FILING

OTTO J. FROHNMAYER
PHILIP E. LOWRY
XXXXXXXXX
W. V. DEATHERAGE

PORTER J. NEFF
(1871-1959)

FROHNMAYER, LOWRY, ~~HOGAN~~ & DEATHERAGE
ATTORNEYS AT LAW
300 COOLEY THEATRE BUILDING
MEDFORD, OREGON

AREA CODE 503
PHONE 773-6425

5101

5101
6072

February 21, 1964

Mr. Floyd Query
State of Oregon
State Highway Department
Salem 10, Oregon

Dear Mr. Query

Thanks for your letter of February 18, 1964 with regard to the city of Grants Pass contracts.

Enclosed you will find our firm check payable to the state of Oregon, state highway department in the amount of $3.50.

Thanks very much for your help.

Yours very truly,

FROHNMAYER, LOWRY & DEATHERAGE

By Otto J. Frohnmayer

OJFpm
Enclosure

(#1596)
Sent check to Acct. Div.
4/25/64 with Req. for Outside Billing
CrH.

NOTED
FLOYD QUERY

RECEIVED
FEB 24 1964
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HAAS

RECEIVED
FEB 18 1964
FOR FILING

February 18, 1964

Frohnmayer, Lowry & Deatherage
Attorneys at Law
Cooley Building
Medford, Oregon

Attention: Ervin Hogan

Gentlemen:

As a follow-up to our telephone conversation of yesterday, we mailed to you yesterday afternoon by special delivery a copy of the agreement with the City of Grants Pass for traffic signals on Savage Street-"M" Street Section, excerpts from the Commission minutes pertaining to approval of the project and award of the contract. Also enclosed was a copy of Contract No. 5101.

No extra copies of Contract No. 6078 are available. It was my understanding that you did not want a copy of this contract if it was necessary to reproduce it. If you do want information concerning this contract just let us know.

For Contract No. 5101 and the material in connection with it, it was necessary to photocopy 35 sheets of material. At 10 cents a sheet, this would amount to $3.50. The contract was not as large as I thought it would be. We would appreciate your remittance.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkn

cc L. I. Lindas

Contract 607

awarded April 26 - 1962

Hghwy & Matson & Stokes (Traffic signals revision & Installation)

E & F Streets in Grants Pass

Grant Pass

City State Agreement

Special Del: Frohnmayer, Lowry & Deatherage

Cooley Bldg

Medford

att: Otto Frohnmayer

Medford COMMUNICATION BY TELEPHONE Floyd Query

Received call from Ira Hogan

Date 7/14/64

Made call to 773-6687-

File No.

Re:

Name

Certify Copy resolution

Certified - Contract #7212-A

-Must - → agreement with city of [illegible], contract 5101 awarded 1-16-58

Resolution Authorizing and award of contract 1/7/58

Contract - City State Agreement.

not needed

Contract 5641

City State agreement relating to this one

Signature

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached photocopies of the following:

(1) Agreement with the City of Grants Pass for traffic signals on Savage Street-"M" Street Section, 6th Street and 7th Street, Pacific Highway, in Josephine County, with exhibit

(2) Minute excerpt of November 1, 1957, approving traffic signal installation

(3) Minute excerpt of January 16, 1958, pertaining to Commission signing agreement

(4) Minute excerpt of January 16, 1958, pertaining to award of contract to Electric Corporation, Salem, for traffic signal installation at 9 intersections on Sixth and Seventh Streets and revise signals at 8 intersections on Sixth Street in Grants Pass in Josephine County.

(5) Copy of Contract No. 5101 and Bond

have been compared by me with the originals and that the same are true and correct copies of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 17th day of February, 1964.

Secretary
OREGON STATE HIGHWAY COMMISSION

Contract 5101

(1) Copy of agreement with City of Grants Pass for Traffic signals on Grants Pass Sec of Pacific Hwy. Probably dated in 1957.

(2) Minute entry authorizing agreement

(3) Minute entry showing award of Contract 1-16-58

all to be certified

7.6.

ECEIVED
SEP 19 1963

FOR FILING

[illegible]

5101

September 17, 1963

Starr Thurston
General Insurance Company of America
Box 2105
Salem, Oregon

Dear Sir:

As you requested over the telephone today, we are attaching one certified photocopy and three photocopies of excerpts from the minutes of the Highway Commission meeting of June 19 and 20, 1958, covering the acceptance of State Highway Contract No. 5101 with Electric Corporation.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

fp

Memo to the file will follow
C.H.

9/17/63

Tel-request from
Starr Thurston
General Ins. Co. of America
Box 2105
Salem, Ore.

Acceptance of Contr. #5101

30044

Portland, Oregon
June 19, 1958

The Oregon State Highway Commission met in regular session at 2:45 p.m. in the Pompeiian Room of the Congress Hotel. Present were:

M. K. McIver, Chairman
Robert B. Chessman, Commissioner
Kenneth N. Fridley, Commissioner
W. C. Williams, State Highway Engineer
Forrest Cooper, Deputy State Highway Engineer
G. S. Paxson, Assistant State Highway Engineer
P. M. Stephenson, Assistant State Highway Engineer
L. I. Lindas, Chief Counsel
George E. Rohde, Assistant Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Auditor
H. B. Glaisyer, Secretary

****

30147

EXHIBIT "F"

Minutes of June 19 and 20, 1958

RESOLUTION

WHEREAS, the Engineer has reported that the following State Highway Commission contracts for the construction of State Highway projects have been completed according to the terms and provisions of said contracts and that said jobs are now ready for acceptance:

****

30148

"Contract No. 5101 with Electric Corporation for installing Grants Pass traffic signals on the Pacific Highway in Josephine County, completed May 27, 1958.

****

30149

THEREFORE BE IT RESOLVED that the work covered by State Highway Contracts for the construction of said State Highway projects be declared completed according to the terms of the respective contracts and said jobs are hereby accepted and final payment in connection with each is hereby authorized.

BE IT FURTHER RESOLVED that this Contracts Completed Resolution No. 73 shall be entered in the minutes and records of the Commission as of the 19th day of June, 1958.

RECEIVED
SEP 2 0 1963
FOR FILING

5101

Salem, Oregon
Sept. 17, 1963

Files
Salem

I received a telephone call today from Starr Thurston, representing the General Insurance Company of America, Box 2105, Salem. Mr. Thurston requested four copies, one certified, of the Highway Commission's action on acceptance of State Highway Contract #5101.

The description of this contract is as follows:

Contract No. 5101
Electric Corporation - Contractor
1270 Wilber Street, Salem, Ore.
Traffic signal installation on the Grants Pass Section of Pacific Highway in Josephine County.
General Insurance Company of America - Surety
Huggins Insurance Agency - Agent
373 N. Church Street, Salem, Ore.
Contract awarded 1-16-58; completed 5-27-58; accepted 6=19-58.

Bud George called me last week concerning this request and stated that Mr. Thurston would probably be calling me in the near future. He said that this information was needed in connection with an accident case. A party, name unknown, is suing the contractor and also the City of Grants Pass.

This is all the information that I have in reference to this matter. It is possible that Bud George may have additional information.

C. W. Head

CC: L. I. Lindas
L. E. George

CWH:fp

RECEIVED
AUG 12 1958
FOR FILING

file

OREGON STATE HIGHWAY DEPARTM
(date)
August 11, 1958

17-1603		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5101	4 Final	Electric Corporation
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
17847	H219746	$ 9,173.20 8-11-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from Jan. 30, 1958

Time Extensions: None

Completion Date: May 27, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of Record

Remarks:

Date: Aug. 11, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Floyd Query
By Floyd Query
Assistant Secretary

Warrant Mailed AUG 11 1958

NOTED ON CARD
em

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RECEIVED
AUG 1 1958
FOR FILING

[illegible]

5101

July 31, 1958

CERTIFIED MAIL

General Insurance Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5101 for work performed on the Grants Pass Section of Pacific Highway in Josephine County was completed by the contractor, Electric Corporation, on May 27, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $9,173.20 will be released to the contractor on or after August 11, 1958. The total contract amount is $39,737.95, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claim should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

[illegible]
Card

RECEIVED
APR 8 1958
FOR FILING

17

51 1

April 7, 1958

Pacific Telephone and Telegraph Company
217 Leverette Building
Medford, Oregon

Attention: Mr. D. H. Wood

Gentlemen:

At a conference early this year, we were advised that the Pacific Telephone and Telegraph Company and the California-Oregon Power Company would submit a single billing covering costs to both companies for the revision of the power and telephone lines to accommodate our work on the traffic signals in Grants Pass.

In accordance with your request to Mr. F. M. Oakley, this will authorize you to submit a separate billing for the cost to the Pacific Telephone and Telegraph Company and it is assumed that the California-Oregon Power Company will likewise submit a separate billing for its costs.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. J. Moyer, Manager
California-Oregon Power Company
Grants Pass, Oregon

Mr. W. C. Williams
Mr. Frank Morgan
Mr. F. B. Crandall
Mr. C. H. Maison

FORM E-30X—37,900—8-57—6584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Mar. 24, 1958

SUBJECT: Grants Pass Traffic Signals
Power and Telephone billings

To: Tom Edwards
Construction Engineer
Salem, Oregon

I transmit herewith a letter from Mr. P. M. Oakley, Resident Bridge Engineer in Grants Pass, wherein he indicates that both the Telephone and Telegraph Company and the California Oregon Power Company wish permission to submit separate billings for the movement of their poles on the Grants Pass Traffic Signal Installation.

Reference is made to a letter addressed to Mr. W. J. Moyer, Manager of the California Oregon Power Company of Grants Pass, Oregon, dated January 30, 1958, wherein Mr. G. S. Paxson, Assistant State Highway Engineer, authorized the California Oregon Power Company to submit a combined billing.

Mr. D. H. Wood of the Pacific Telephone and Telegraph Company requests that both companies be permitted to submit separate billings.

I recommend that this request be granted.

F. D. Morgan
Division Engineer

dls
encls.

RECEIVED
OREGON STATE HIGHWAY DEPARTMENT

CONSTRUCTION DIVISION
RECEIVED

NOTED-- ☐ ☑ ☐ ☐ ☐
CE ACE ACE CCE

FORM E30—50M—10-54—79485

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Grants Pass, Oregon

SUBJECT: Grants Pass Traffic Signals
Power and Telephone Co. Billing

To: Mr. F. D. Morgan
Division Engineer
Roseburg, Oregon

Mr. D. H. Wood, of the Pacific Telephone and Telegraph Company, has requested a letter authorizing direct billing of the state for their work done on the Grants Pass Traffic Signal Installation. The original letter of authorization frmo Mr. Paxon required the telephone company to bill the power company, who in turn would bill the state. Both companies have requested that separate billing be permitted.

This letter should be addressed to :

Mr. D. H. Wood

217 Leverette Building

Medford, Oregon

Philip M. Oakley
Philip M. Oakley
Resident Bridge Engineer

RECEIVED
[illegible]
[illegible] DEPARTMENT

RECEIVED
JAN 31 1958
FOR FILING

January 30, 1958

Mr. W. J. Moyer, Manager
California-Oregon Power Company
Grants Pass, Oregon

Dear Mr. Moyer:

As a part of the traffic signal installation, which will soon be made on Sixth and Seventh Streets in the city of Grants Pass, we plan to run an interconnect cable for the purpose of interconnection of the new traffic signals with those which are existing at the present time.

As a result of conversations between representatives of your office, the City of Grants Pass, and the Traffic Engineering Division of this Department, you have furnished estimates of $3,312 for the necessary replacement of poles, moving of street luminaires, and raising of lines to accommodate the interconnection cable on your pole line. You have also furnished an estimate of $400 for work which must be done by the Pacific Telephone and Telegraph Company and to be included with your billing.

This letter constitutes authorization for you to proceed with this work and to bill the State Highway Department upon completion of the work through Mr. P. M. Oakley of our Grants Pass office. Mr. Oakley will be the Resident Engineer on the traffic signal installation and will answer any questions that you might have in regard to the details of the interconnection cable installation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. Hugh McKinley, City Manager
Grants Pass, Oregon

Mr. H. F. Hoff, Manager
Pacific Telephone and Telegraph Company
126 N. W. "F" Street
Grants Pass, Oregon

bc: Mr. W. C. Williams
Mr. F. B. Crandall
Mr. Ivan D. Merchant
Mr. P. M. Oakley
Mr. Frank Morgan

VPJ:kg fn

RECEIVED
FEB 10 1958
FOR FILING

17-1103

5101

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Feb. 10, 1958

Electric Corporation
1270 Wilber St.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5101, awarded Jan. 16, 1958, for traffic signal installation on the Grants Pass Section of the Pacific Highway in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 24 1958
FOR FILING

5141

January 23, 1958

Mr. Earl T. Simonson, Auditor
City of Grants Pass
City Hall
Grants Pass, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Grants Pass a fully executed copy of an agreement between the State Highway Commission and the City of Grants Pass covering the installation of signals on the one-way couplet in Grants Pass.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JAN 23 1958
FOR FILING

1922

5111

Salem, Oregon
January 23, 1958

MISC. CONTRACTS and
AGREEMENTS No. 1922

Traffic Signal Agreement
Grants Pass

Mr. C. G. Swenson
Engineer, County & City Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engineer, County & City Relations

Attached are five photo copies of signature page and one unsigned copy of an agreement with the City of Grants Pass covering the traffic signal installation on the one-way couplet in Grants Pass.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Auditor, Grants Pass.

Secretary

rn

FORM 230—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

REFERRED TO Glaisyer
By State Highway Engineer

Salem, Oregon
January 10, 1958

SUBJECT: Traffic Signal Agreement
Grants Pass

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a traffic signal agreement covering the proposed installation of signals on the one-way couplet in Grants Pass. Two copies of the agreement have been executed by the city. Both copies require your signature of approval and may then be presented to the Commission for signature.

This project was approved by the Highway Commission as a part of the 1958 betterment program.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids for traffic signals to be received 1-16-58
Floyd Query
Ass't Secretary

3 copies

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1958

5101

SUBJECT: Advance Deposit
City of Grants Pass

To: Mr. C. H. Maison
OFFICE

L

Attached is Grants Pass Warrant No. 28,984 in the amount of $28,250 which represents the city's share in the cost of the traffic signal installation and revision project on 6th and 7th Streets one-way couplet in Grants Pass.

This contract was awarded January 16 on the advice of Mr. Williams. His decision was based on a letter from the city stating that the deposit would be made on or before February 1, 1958.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: G. S. Paxson
S. H. Probert
J. Al Head

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 23 1958
FOR FILING

11-4-05

5101

January 17, 1958

Electric Corporation
1270 Wilbur Street
Salem, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5101 for the addition of new traffic isgnals at nine intersections on Sixth and Seventh Streets and revising the signals at eight intersections on Sixth Street in Grants Pass, in Josephine County.

This award was based on your bid of $38,890 which was the low bid submitted to the Commission on January 16, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
DEC 1 1957
FOR FILING

FORM E-30X—37,000—2-57—1477
12-1603

5101

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 25, 1957

SUBJECT: Grants Pass Signal Agreement
One-Way Couplet

To: C. G. Swanson
County-City Relations Engineer
Office

I return herewith one of your file copies on subject agreement and I believe that you could start the processing of these agreements at any time. Mr. Hugh McKinley, City Manager, advised that they are selling their bonds on December 4. It is our desire to let this project to contract at the January, 1958 Commission meeting.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

JAH:njs

cc: G. S. Paxson
V. P. Johnson

NOTED
G. S. PAXSON

RECEIVED
NOV 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 26 1957
FOR FILING

Salem, Oregon
August 23, 1957

Traffic signal installations
at Grants Pass

Mr. P. M. Stephenson

Herewith tracings for the traffic signal installations in Grants Pass. This job is not to be advertised until about the first of the year. Please contact me before scheduling it for bid opening.

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams
Mr. F. B. Crandall

RECEIVED
AUG 27 1957
FOR FILING

August 23, 1957

Mr. Hugh McKinley
City Manager
Grants Pass, Oregon

Dear Mr. McKinley:

Reference is made to your letter of August 15 concerning the traffic control signals on 6th and 7th Streets in Grants Pass.

Some years ago, the State Highway Commission adopted a policy of requiring advance deposits on projects in which cities or counties were cooperating, prior to the award of contract for such projects. This came about because of some unfortunate experiences with a few agencies. We know of no way, however, in which we can avoid such incidents other than by making the policy uniform on all such projects.

On this particular project I understand that the city bond issue would cover not only the traffic control signals but also any costs assessed against the City for the railroad signals. Railroad signals are installed by railroad forces on an actual cost basis so that the amount of City contribution on these signals would not be known until the project was completed and the delay in selling City bonds until our traffic control project was bid upon would not relieve the uncertainty as to the total City cost.

We have completed our plans for the traffic signal installation and I am sending you a set of these plans, under separate cover, for your information. With the completed plans we have gone over our estimates and are quite confident that the project will not run over $49,000, which on the even division of cost would make the City's share $24,500. We do not anticipate completion of the street work and the opening to traffic of the couplet until July 1, 1958, so that the traffic signals need not be advertised until at least the first of the year. By that time the P.U.C. hearing on the railroad signals should be completed and the allocation of costs definitely decided. I would suggest that when this is done, the estimates of cost for the traffic signals and the railroad signals be added together and the bond sale based on these estimates. The date of the sale of bonds could be coordinated with our advertising schedule so that they need not be sold too far ahead of actual need for the money.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gn

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. P. M. Stephenson
Mr. C. G. Swenson

FORM 830—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1957

SUBJECT: Traffic Signals
6th - 7th Couplet
Grants Pass

To:
G. S. Paxson
Assistant State Highway Engineer
Office

In reference to City Manager Hugh McKinley's letter of August 15 last, with respect to the 6th - 7th Street signal job, Grants Pass, I have in accord with your request taken another reading on the cost estimate for the traffic signals.

49 4,500

It appears now on the basis of detail contract plans which have been drawn, that the vehicular traffic signals can be put in for a total estimated cost of $48,000, which would mean $24,000 City share as compared to figures as included in the draft of the agreement of $56,500 total with $28,250 City share.

You stated your reticence to deviate from our policy of requiring the City to post money on the barrel head before installation is made, however, it seems to me that under the circumstances we should make an exception to such policy and go along with McKinley as per his letter of August 15. Our traffic signal unit of work is not so much the sticker on this as is the matter of railroad crossing signals wherein the City will also pay its share with the proceeds of bond sales. The City's pro rata share (as well as State Highway and Southern Pacific) will not be known until P. U. C. hearing is held and an order issued. Let me say that in correspondence had with Southern Pacific so far, regarding cost estimate for the railroad signals, that as usual it has been pointed out in their correspondence that their cost estimate is based on the City or the State footing the bill, whereas I believe it is our intent to go into P. U. C. hearing with the proposition of a three-way split on the total cost between Southern Pacific, the City and the Highway Department - we can only conjecture as to final outcome on cost sharing as may be prescribed in the P. U. C. order.

The plans and specifications for the traffic signals have been prepared and it is our intent to let contract at the September Commission meeting. Such schedule is most advisable if we are to have these signals in and operating upon completion and opening to traffic of the 6th - 7th couplet. Any deviation from such schedule, or lag in getting signals in, would undoubtedly let us in for critisism.

Notwithstanding procedure as requested by City Manager McKinley being out of line with our general policy on these cooperative City jobs, I think the circumstances are such that we could make an exception. The sale of bonds has been authorized by the people, and I would not anticipate any "hitch" insofar as the City ultimately meeting their financial obligation.

FB Crandall

F. B. Crandall
Traffic Engineer

FBC:eh

RECEIVED
AUG 21 1957
OFFICE OF
STATE HIGHWAY ENGINEER

TELEPHONE GR 6-6641

POST OFFICE BOX 70

City of Grants Pass
ADMINISTRATIVE OFFICES
CITY HALL • FOURTH AND H STREETS
Grants Pass
Oregon

August 15, 1957

Mr. G. S. Paxson
Assistant Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Paxson:

It is our understanding that the agreement between the City and the Oregon State Highway Department with regard to the installation of traffic control signals on 7th Street and two locations on 6th Street in this City will include a paragraph as follows:

> "City, when returning this signed agreement shall submit its check in the sum of $28,250. which is one-half of the estimated cost of the project. In the event the actual cost of the project is greater than the estimated total cost of $56,500. then the City shall pay to the State Highway Commission one-half of such additional amount".

It is the desire of the City of Grants Pass that this payment of the City's share in this project be deferred until the actual contract cost of the project has been determined and also the City's share of the cost of the installation and relocation of railroad warning signals has been determined. The people of the City of Grants Pass recently authorized the sale of bonds by the City for the purpose of defraying these costs. It is to the City's advantage that no more bonds be sold than are necessary to meet these demands and it is therefore desirable that the exact amounts needed be determined prior to the bond sale. It requires approximately eight to ten weeks from the time a bond sale is started before the money is actually available. Therefore, we would appreciate an opportunity to wait until our exact needs are known before commencing the bond sale procedure and turning the money over to your organization.

Your consideration of our needs in this regard will be very much appreciated and we will be interested in your reaction to this suggestion.

Very truly yours,

Hugh McKinley
City Manager

HMcK:bjb

RECEIVED
JAN 30 1958
FOR FILING

17-1603

5101

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30, 1957

SUBJECT: Assignment No. 254

254

To: Mr. G. S. Paxson
OFFICE

I am returning herewith your Assignment No. 254 covering the Grants Pass traffic signal project. This project has been deferred until March, 1958, or later and, at the request of the Traffic Division, all copies of the agreement are being returned to them.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

cc: J. Al Head

RECEIVED
AUG 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

FORM 230—12½M—6-55—98209

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1957

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
US99 - Grants Pass

To: Mr. G. S. Paxson
Assistant State Highway Engineer

Office

Attached are eight copies of a proposed agreement with the City of Grants Pass, relative to proposed traffic signal installations.

This agreement was prepared at the request of F. B. Crandall under date of June 27, 1957.

It is my understanding that the County City Relations Division will furnish additional copies of Exhibit "A". It would be appreciated if a copy would be sent to this office for our file copy of the agreement.

GLENN V. SORENSEN
Assistant Attorney

GVS:cs
Enc.

RECEIVED
AUG - 6 1957

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OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 9 1957

FOR FILING

12-1[illegible]

5101

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 27, 1957

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
US99 - Grants Pass

To: Robert L. May, Jr.
Assistant Counsel
Office

Recently, an agreement was executed covering the establishment of a one-way street couplet for the Pacific Highway using Sixth and Seventh Streets in the City of Grants Pass. As a part of this project, it is necessary to make certain traffic signal installations. Will you please prepare the necessary State-City agreement covering this work.

The following points should be covered in the agreement:

1. The highway involved is the Pacific Highway, No. 1, US99, which in this portion of Grants Pass will be routed over a one-way couplet, with Sixth Street carrying southbound and Seventh Street carrying northbound traffic.

2. It is planned to install fixed time traffic signals inter-connected to the existing traffic signal system at the following intersections:

   Sixth Street and Savage Street
   Sixth Street and Evelyn Street
   Seventh Street and Savage Street
   Seventh Street and Evelyn Street
   Seventh Street and "A" Street
   Seventh Street and "D" Street
   Seventh Street and "G" Street
   Seventh Street and "J" Street
   Seventh Street and "M" Street

3. It will be necessary to convert to one-way operation the existing traffic signals at the following intersections:

   Sixth Street and "A" Street
   Sixth Street and "D" Street
   Sixth Street and "F" Street
   Sixth Street and "G" Street
   Sixth Street and "H" Street
   Sixth Street and "J" Street
   Sixth Street and "L" Street
   Sixth Street and "M" Street

4. The work is estimated to cost $56,500.

5. The State shall make the installation, either with its own forces or by contract, and in the first instance pay all costs

7/3/57

Grants Pass has passed bond issue
and has money.

NOTED
G. S. PAXSON

thereof. The final cost shall be shared equally by the State and the City.

6. The City shall maintain the signals after installation and pay for all electrical energy consumed. The City shall make no changes in the timing program established by the State without prior written approval by the State.

7. The City, when returning the signed agreements, shall submit its check for one-half the estimated cost of the installation.

8. It is agreed between the two parties of this contract that the cost of any equipment installed under this agreement shall be shared on the same basis as the original installation.

The plans for the installation are being prepared and will be complete in time to serve as an exhibit for the agreement. It is planned to let this contract at an early date and it would be appreciated if you expedite preparation of the agreement. If after preparation you will submit the agreements to this office through Mr. Paxson's office, we will check them and care for further processing.

F. B. Crandall
Traffic Engineer

VPJ:kg

18-8320 Dairy-Bly Rock Prod. Proj. 1958

#5102

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958
LING
[illegible]

DA SECTION
~~CONTRACT # 5102~~
[illegible]

W. C. WILL

W. C. Williams

September 15, 1958

FINAL COST ANALYSIS
ROCK PRODUCTION
Central Heating Company
Resident Engineer: W. Reid Merritt

KLAMATH FALLS-LAKEVIEW HIGHWAY
Prefix 18-8320

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
½"-¼" Crushed Material in S.P.	4,126.53	Cu.Yd.	2.80	2.922	12,057.72	11,554.28
¼-0 Cruched Material in S.P.	5,916.50	Cu.Yd.	2.80	2.922	17,300.54	16,566.20
Haul Adj. favor of State	552	Yd.Miles	.10			- 55.20
					29,358.26	28,065.28

Total Cost	$ 29,358.26
Gross Revenue	28,065.28
Net Loss	$ 1,292.98

Net Loss equals 4.6% of Gross Revenue

BREAKDOWN OF CRUSHING COST

Item	Quantity	Unit	Cost	Unit Cost
Move in and Set up	10,043	Cu.Yd.	3,215.16	0.32
Drill and Shoot	10,043	Cu.Yd.	4,240.03	0.422
Haul to Crusher	10,043	Cu.Yd.	5,726.13	0.57
Crushing	10,043	Cu.Yd.	9,434.20	0.937
Haul to Stockpile	10,043	Cu.Yd.	5,474.95	0.545
Stockpiling	10,043	Cu.Yd.	1,267.79	0.126
Cost of Rock in Stockpile	10,043	Cu.Yd.	29,358.26	$2.922

The Crushing Plant operated 171 hours to produce 10,043 cu.yds. of crushed materials, for an average production of 58.7 cu.yds. per working hour.

Remarks:

This was a "State Project" calling for the furnishing of approximately 10,000 yards of crushed rock in stockpiles, on the Klamath Falls-Lakeview Highway. The project was bid January 16, 1958. Work started February 17, 1958 and the project was completed May 2, 1958.

On January 16, 1958 the contractor started moving a complete crushing unit into quarry located adjacent to, and on the easterly side, of the highway at mile point 31.2 of the Klamath Falls-Lakeview Highway. The drilling and shooting, haul to crusher and the long haul to stockpiles was sublet.

The contractor having a low bid price on crushed rock and trying to crush during the winter months, suffered a small loss from this project.

M. N. Juve
Chief Cost Analyst

By

K. T. Wechter

RECEIVED
JUL [illegible] 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 10, 1958

[illegible]		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5102	4 Final	The Central Heating Co. Oreg. Ltd.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
15113	H216772	$845.19 7-10-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 50 workdays from 3-1-58

Time Extensions: None

Completion Date: Mar. 2, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: July 11, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 11 1958
GKW

NOTED ON CARD

RECEIVED
JUL 1 - 1958
FOR FILING

5102

June 30, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5102 for Rock production on the Dairy-Bly Section of the Klamath Falls-Lakeview Highway in Klamath County was completed by the contractor, The Central Heating Co., Oreg. Ltd., on Mar. 2, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $845.19 will be released to the contractor on or after July 10, 1958. The total contract amount is $28,065.28, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

em

RECEIVED
JUN 4 1958
FOR FILING

188320

5102

June 3, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to The Central Heating Co., Oreg. Ltd., in connection with Contract No. 5102, for Rock Production on the Dairy-Bly Section of the Klamath Falls-Lakeview Highway in Klamath County. This payment, in the amount of $2,135.54, will be released to the contractor on or after June 13, 1958. The retained percentage is $841.86.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By: Floyd Query, Ass't. Secretary

[illegible]

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M—12-56

18-8320

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 26, 19 58

Section Dairy - Bly Rock Production

Highway Klamath Falls-Lakeview County Klamath

Contractor The Central Heating Co., Ore. Ltd.

Date of contract January 16, 19 58

Date work started February 17, 19 58

Project authorization $ 32,625.00

Exclusive of engineering $ 30,305.00

Kind of work Rock Production

Section prefix 18-8320

Contract number 5102

Specified work days 50

Work days used 41

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 28,061.95

Estimated per cent overrun or underrun 7.4 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2,320.00

Engineering cost to date $ 2,541.33, 109.54 %

Date project was completed May 2, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed cleanup at quarry and plant set up site Friday May 23, 1958.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
MAY 28 1958
NOTED ☑ ☑ ☑ ☐ ☑
CE ACE ACE COE

Noted
M. N. Juve

Signed W. Reid Merritt

Address P. O. Box 1090, Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 196

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			35 miles		
Miles partially completed			35 miles		
Miles completed			35 miles		
Total estimated quantities (contract)			10,000 c.y.		
Total quantities corrected to date			10,041.84 c.y.		
Estimated quantities moved or placed to date			10,041.84 c.y.		
Average daily quantities			0 c.y.		
Average daily quantities necessary to complete project on time			0 c.y.		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear windy		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear warm		
Thursday	Cloudy		
Friday	Partly cloudy		
Saturday			

RECEIVED
FEB 24 1958

FOR FILING

18-5320

5102

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Feb. 24, 1958

The Central Heating Co., Oreg. Ltd.
102 High St.
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5102, awarded Jan. 16, 1958, for the Dairy-Bly Rock Production Project on the Klamath Falls-Lakeview Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
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FOR FILING

5102

January 17, 1958

Central Heating Co., Oregon Ltd.
102 High Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5102 for the Dairy-Bly Rock Production Project on the Klamath Falls-Lakeview Highway in Klamath County.

This award was based on your bid of $28,000 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage

3102

Date of Opening Bids Jan. 16, 1958
No. Bids Received 8

OREGON STATE HIGHWAY DEPARTMENT – ITEMIZED BIDS RECEIVED

F. A. P. No. - -
Sheet No. 1 of 1 Sheets Page 6

Section Dairy-Bly Rock Production Project
Highway Klamath Falls-Lakeview
County Klamath
Length and Kind of Work Rock Production

Bidder				Hughes & Dodd & Tru-Mix Equip. Co.		Roseburg Sand & Gravel Co.		The Central Heating Co.Oreg.Ltd.		P.B.Doherty & Son		Calkins Crushing Co.		F. L. Somers		Dolan Const. Co.		McNutt & Sons Inc.			
Address				Medford		Roseburg		Eugene		Portland		Oceanlake		Medford		Tillamook		Eugene			
Deposit				5%		5%		5%		5%		5%		5%		5%		5%			
No.	Item	Quantity	Unit	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1.	3/4" - 1/4" Crushed Material in Stockpile	4,000	cu.yd.	2.95		3.48		2.80	11,200.00	3.83		4.00		4.10		4.50		4.80			
2.	1/4" - 0 Crushed Material in Stockpile	6,000	cu.yd.	3.00		3.71		2.80	16,800.00	3.83		4.00		4.10		4.50		4.80			
	Totals																				
	Totals				29,800.00		36,180.00		28,000.00		38,300.00		40,000.00		41,000.00		45,000.00		48,000.00		
	Remarks							Low Bid													

	Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit		Bidder Address Deposit	
Item No.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
Totals																						
Totals																						
Remarks																						

119-1027 Rosa Cr.-Adel Oiling and 1958
Rock Prod. Proj. on the
#5103 Warner Hwy.

CEIVED
V - 5 1959
FOR FILING

NOTED
W. C. IAMS

November 2, 1959

Rosa Creek-Adell
Contract No. 5103

FINAL COST ANALYSIS
Oiling and Rock Production
Contractor: The Central Heating Co.
Resident Engineer: Carl M. Williams

Warner Hwy.
Prefix 119-1027

119-10.27

5103

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	21.29	Mile	50.00	40.19	855.74	1,064.50
Furnish & Place Aggregates	4,044	Cu.Yd.	4.15	5.83	23,564.20	16,782.60
Haul & Place Aggregates	811	Cu.Yd.	1.75	1/87	1,516.97	1,419.25
120-150 Asphalt	338.14	Ton	50.00	42.30	14,303.76	16,907.00
RS-1 Asphalt	125.44	Ton	52.00	43.80	5,494.44	6,522.88
1/2"-1/4" Cr.Mat'l in S.P.	1,915.34	Cu.Yd.	2.55	3.40	6,506.59	4,884.12
1/4"-#10 Cr.Mat'l in S.P.	201.18	Cu.Yd.	2.55	3.40	683.45	513.01
1/4"-0 Cr.Mat'l in S.P.	3,470.24	Cu.Yd.	2.55	3.40	11,788.70	8,849.11
Force Account (Flagging)					758.14	338.80
					$ 65,471.99	$ 57,281.27

Total Cost	$ 65,471.99
Gross Revenue	57,281.27
Net Loss	$ 8,190.72

Net Loss equals 14.3% of the Gross Revenue

RECEIVED
V - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

CRUSHING BREAKDOWN - Contract No. 5103

	Quantity	Unit	Total Cost	Unit Cost
Move in and Set up	9,630.76	Cu.Yd.	3,102.50	0.322
Feed Crusher	9,630.76	Cu.Yd.	8,017.84	0.833
Crushing	9,630.76	Cu.Yd.	13,877.72	1.441
Haul to Stockpile	9,630.76	Cu.Yd.	7,168.12	0.744
Stockpile	5,586.76	Cu.Yd.	319.30	0.060

Average cost per cubic yard hauled to stockpile	$3.34
Average cost per cubic yard stockpiled	$0.06
Average cost per cubic yard of oiling aggregates	$3.34
Average cost per cubic yard of rock production	$3.40

DETAIL OF COST - Contract No. 5103

Labor:			
Labor		$ 17,896.82	
Labor Insurance		1,431.02	
Health & Welfare		442.95	
Pension (Laborers only)		9.65	$ 19,780.44
Materials:			
120-150 Asphalt	338.14 Tons @ $25.00	8,453.50	
RS-1 Asphalt	125.44 Tons @ $26.50	3,324.16	
Freight on Asphalt		5,933.82	17,711.48
Equipment Rental and Miscellaneous Supplies:			
Equipment Rental, Owned		18,180.38	
Equipment Rental, Hired		3,690.37	
Gas, Oil, and Grease		4,336.83	
P.L. and P.D. Insurance		83.50	
Bond		429.61	
Small Tools and Misc. Supplies		365.26	
Home Office and General Overhead		894.12	27,980.07
	TOTAL COST		$ 65,471.99

Remarks - Contract No. 5103

This was a "State Project" calling for the construction of 10.50 miles of Type 0-9 and 10.79 miles of Type 0-31 oil mat wearing surface; the furnishing of 5,586 cubic yards of crushed material in stockpile on the Warner Highway in Lake County.

The contract was bid and awarded January 16, 1958, work started May 5, 1958, and was completed August 27, 1959.

The contractor moved in his semi-portable crushing plant May 5th and started setting up in the Forest Service quarry located .9 mile south of Mile Point 8.56 on the Warner Valley Highway and across the creek from the State controlled quarry.

The contractor was unable to start crushing until June 2nd, due to a labor strike. Considerable time was last due to heavy rains getting the quarry too wet and muddy, and to down time for repairs. The crusher was operated in two 9-hour shifts for a total of 263 hours for an average production of 36.6 cubic yards per hour. Equipment used was one D-8 cat and dozer, one HD-11 and dozer used to feed crusher, and four 6-yard trucks used to haul to stockpile. Crushing was completed June 28, 1958.

The contractor shows a loss on the crushing due to a low bid price and an increase in labor costs.

The contractor was unable to do the oiling in 1958 as the State burning and patching crews which were to burn off the fat places and parch out other sections did not move in until May, 1959, completing this work on July 11, 1959. The contractor moved in his oiling crew and started oiling August 13th with the following equipment: Four 6-yard dump trucks, owned, four 10-yard dump trucks, one distributor, one #12 blade, one 977 cat loader, one 3-leg and one 9-wheel rubber tired rollers, and two brooms, one towed type and one tractor mounted. Oiling was completed August 27, 1959.

The contractor shows a profit on the oiling which off set some of the loss on the crushing.

M.N. Juve
Chief Cost Analyst

By

C.E. Layton

A

RECEIVED
FOR FILING
119-1027

5103

Fidelity and Deposit Company
HOME OFFICE OF MARYLAND BALTIMORE 3
BONDING FD INSURANCE

E. B. McCAHAN, JR.
VICE-PRESIDENT AND GENERAL ATTORNEY
J. H. JACKSON
ASSISTANT GENERAL ATTORNEY

CLAIM DEPARTMENT

October 26, 1959

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query
Secretary

Re: Cl.#*26123 - Central Heating Co. - State of Oregon (Highway Department) - Bond#54 68 163

Gentlemen:

We now have your letter of October 19th advising that the claim of Mr. C. H. Langslet on your Contract No. 5103 has now been filed in the office of the Secretary of State under File No. 3664.

We appreciate your bringing this matter to our attention, and as I advised in our letter of October 22, we are taking this up with the contractor.

Very truly yours,

Charles Fuller Jr

Charles Fuller, Jr.,
Attorney

CF:nc

cc: Mr. Robert B. Cumming
Portland Claim Office

NOTED
LOYD QUE

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OCT 30 1959
OREGON
STATE HIGHWAY COMMISSION

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1959
FOR FILING

A

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 26, 1959

(CONTRACT NO.) 119 1027	(EST. NO.)	(CONTRACTOR)	
5103	4 Final	The Central Heating Co., Oreg. Ltd.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25851	76028	$ 2,047.07	10-23-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from March 1, 1958

Time Extensions: None of record

Completion Date: August 27, 1959

Date Accepted: September 24, 1959

Penalties: None of record

Claims: C. M. Langslet property damage claim for $379.00. No request from surety to withhold [redacted] monies.

Remarks:

Date: October 26, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

C. W. Heal
for Floyd Query
Secretary

Warrant Mailed: OCT 27 1959
GKn

NOTED ON CARD
lc

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FOR FILING
119 1327
5103

Fidelity and Deposit Company
HOME OFFICE OF MARYLAND BALTIMORE 3
BONDING INSURANCE
CLAIM DEPARTMENT

~~E. B. McCAHAN, Jr.~~
~~VICE-PRESIDENT AND GENERAL ATTORNEY~~
J. H. JACKSON
ASSISTANT GENERAL ATTORNEY

October 22, 1959

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. Floyd Query
Secretary

Re: Cl.#* 26123 - Central Heating Co. - State of Oregon
(Highway Dept.) - Bond#54 68 163

Gentlemen:

We have your letter of October 15th advising of your statement of damages received from Mr. C. H. Langslet, caused by Central Heating Company while producing rock for your Contract No. 5103.

We appreciate your bringing this matter to our attention and we are taking it up with the contractor immediately.

Very truly yours,

Charles Fuller Jr
Charles Fuller, Jr.,
Attorney

CF:NC

NOTED
FLOYD QUERY

RECEIVED
[illegible] 1959
STATE H[illegible]

RECEIVED
OCT 20 1959
FOR FILING

[illegible]

[illegible]

October 19, 1959

Fidelity & Deposit Co. of Maryland
Baltimore 3, Md.

Gentlemen:

We have received notification, dated October 16, 1959, from the Secretary of State informing us that the claim of C. H. Langslet, Lakeview, Oregon, in the amount of $379.00 against The Central Heating Co., Oreg. Ltd., on our Contract No. 5103 has now been filed in his office under File No. 3664. A description of this claim was outlined in our letter to you of October 15, 1959.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Fidelity & Deposit Co. of Maryland
Failing Building
Portland, Oregon
Attn: Robert B. Cummings, Manager

CWH:fp

NOTED ON CARD
LC

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RECEIVED
OCT 19 1959
FOR FILING

[illegible]

5103

October 15, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $379.00, received from Mr. C. H. Langslet, Lakeview, Oregon, for damages inflicted to his property. This appears to be in connection with our contract No. 5103 with Central Heating Company for oiling and rock production on the Rosa Creek-Adel Section of the Warner Highway in Lake County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

FQ:r

NOTED ON CARD
CC

FORM 123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Keep this copy

October 15, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $379.00, received from Mr. C. H. Langslet, Lakeview, Oregon, for damages inflicted to his property. This appears to be in connection with our contract No. 5103 with Central Heating Company for oiling and rock production on the Rosa Creek-Adel Section of the Warner Highway in Lake County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

FQ:r

By Geo C Stephens

R C
OCT 16
HOWELL APPLING, JR.
SECRETARY OF STATE

File #3664

FILED
OCT 16 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 19 1959
FOR FILING

111.1007

5103

A

October 15, 1959

Fidelity and Deposit Company of Maryland

Baltimore 3, Maryland

Gentlemen:

We have received from Mr. C. H. Langslet, Lakeview, Oregon, a statement of damages to his property caused by Central Heating Company, Oregon Ltd., while producing rock for the Rosa Creek-Adel section of the Warner Highway, Lake County, our Contract No. 5103.

Mr. Langslet's claim is itemized as follows:

Area cleared and grubbed 1.60 acres at $20.00	$ 32.00
Volume of rock removed 6230 c.y. at $0.05	310.00
Trees pushed over 1480 board ft. at $25.00/thousand	37.00
Total	$379.00

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FG:r

cc: Mr. Robert B. Cummings, Manager
Fidelity and Deposit Company of Maryland
Failing Building, Portland, Oregon

Siegenthaler & Stevenson,
16 E. Broadway, Eugene, Oregon

Central Heating Co., Oregon Ltd.,
102 High Street, Eugene, Oregon

Commission

W. C. Williams

~~OFFICE~~
NOTED ON CARD

RECEIVED
OCT 19 1959
FOR FILING
[illegible]
5/[illegible]

October 15, 1959

Mr. C. H. Langslet

Lakeview, Oregon

Dear Mr. Langslet:

Mr. R. L. Porter, Office Engineer, brought to this office this morning your statement of claim against the Central Heating Company for damages to your property inflicted while producing rock for the Rosa Creek-Adel Section of the Warner Highway, our Contract No. 5103.

As you may know, each contractor is covered by a performance bond to assure completion of the contract and the payment for materials and labor used in the contract. The surety on this contract is Fidelity and Deposit Company, the Agent being Siegenthaler and Stevenson, 16 E. Broadway, Eugene, Oregon. There may be some question as to whether the damages referred to in your claim are covered by the performance bond, but we will notify the contractor and the surety that the claim has been received. Also, the claim will be noted in our records.

Perhaps I should explain that the State does not withhold contract payments because of claims filed against the contract unless the surety requests us to do so. The reason for doing this is twofold. In the first instance the State does not wish to be in the position of determining the validity of a claim and, secondly, we have been advised by our Legal Division to not withhold payments unless requested to do so by the surety.

To protect your claim against the bond for a period longer than six months following acceptance of the contract by the Commission we are forwarding a copy of your claim to the Secretary of State for filing. The contract was completed August 27 and was accepted by the Commission September 24, 1959.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj
cc: Dean Swift, Division Engineer

NOTED ON CARD
dc

C. H. LANGSLET
LAKEVIEW, OREGON

To: The Cental Heating Company, Oregon, Ltd.
102 High Street,
Eugene, Oregon

The following are charges for damages to the Chris H. Langslet prperty property, Section 10, T-39-S, R-21-E, Lake County, Oregon. These damages inflicted while producing rock for the Rosa Creek-Adel Section. Warner Highway, Lake County. Contract No. 5103. Oregon State Highway Department.

Area Cleared and Grubbed	1.60 acres at $ 20.00	$ 32.00
Volume of rock removed	6230 c.y. at $ 0.05	310.00
Trees pushed over	1480 board ft. at $ 25.00/thousand	37.00
	Total	$ 379.00

C. H. LANGSLET
LAKEVIEW, OREGON

To: The Cental Heating Company,Oregon, Ltd.
102 High Street,
Eugene, Oregon

The following are charges for damages to the Chris H. Langslet prporty property, Section 10, T-39-S, R-21-E, Lake County, Oregon. These damages inflicted while producing rock for the Rosa Creek-Adel Section. Warner Highway, Lake County. Contract No. 5103. Oregon State Highway Department.

Area Cleared and Grubbed 1.60 acres at $ 20.00	$ 32.00
Volume of rock removed 6200 c.y. at $ 0.05	310.00
Trees pushed over 1480 board ft. at $ 25.00/thousand	37.00
Total	$ 379.00

FORM E30—50M—6-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
October 12, 1959

SUBJECT: Damages to Property
Rosa Creek-Adel Section
Warner Highway

To:

Mr. R. L. Porter
Office Engineer
State Highway Department
Salem, Oregon

Enclosed find three copies of a bill for damages done to the C. H. Langslet property when the Central Heating Company, contractor on the Rosa Creek-Adel Section ignored boundaries of a state owned quarry and trespassed on the summer home property of C. H. Langslet, Lake County Judge.

Mr. Langslet has presented this bill to the contractor quite some time ago and has been ignored. He would now like to have this bill presented to the Highway Department and payment with-held from the Central Heating Company final estimate.

Our Resident Engineer at Lakeview, Mr. Carl Williams, informs me that the five cents per cubic yard royalty and the $25.00 per thousand for timber was secured by Mr. Langslet from the Forest Service.

Dean Swift
DEAN SWIFT
Division Engineer

DS:me
Encl.

NOTED
R. L. PORTER

RECEIVED
OCT - 9 1959
FOR FILING

114 1027

5103

A

October 8, 1959

Fidelity & Deposit Company
Robert B. Cumming, Manager
900 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5103 for oiling-rock production on the Rosa Creek-Adel Section of Warner Secondary Highway in Lake County was completed by the contractor, The Central Heating Co., Oreg. Ltd., on August 27, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

Final payment in the amount of $2,047.07 will be released to the contractor on or after October 19, 1959. The total contract amount is $57,281.27, of which amount $338.80 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Fidelity & Deposit Co.,
Baltimore 3
Maryland

RECEIVED
SEP 29 1959
FOR FILING
119-1027
5103

September 28, 1959

Fidelity & Deposit Co.,
Robert B. Cumming, Mgr.,
900 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to The Central Heating Co., Oreg. Ltd., on contract #5103 for oiling-rock production on the Rose Creek-Adel Section of the Warner Secondary Highway in Lake County.

This payment, in the amount of $36,545.70, will be released to contractor on or after October 8, 1959. The retained percentage is $1,708.27.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Fidelity & Deposit Co.,
Baltimore 3
Maryland

Form E-1—(Rev.)—10M—2-50

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 5, 1959

Section Rosa Creek - Adel

Highway Warner County Lake

Contractor The Central Heating Co. Oregon Ltd.

Date of contract January 16, 1958

Date work started May 5, 1958

Project authorization $ 64,920.94

Exclusive of engineering $ 60,304.34

Kind of work Oiling & Rock Production

Section prefix 119-1029

Contract number 5103

Specified work days 100

Work days used 85

Per cent of time elapsed 85 %

Estimated cost of completed project, exclusive of engineering $ 62,304.94

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 4,616.00

Engineering cost to date $5,573.91, 121 %

Date project was completed August 27, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
					100 %	100 %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final completed and submitted on August 31, 1959.

Final report.

CONSTRUCTION DIVISION
RECEIVED
SEP 8 1959
NOTED- CE ACE ACE CDE

NOTED

NOTED
C. E. PAULSEN

Signed Carl M. Williams

Address PO. Box 948, Lakeview, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			21.29	21.29	
Miles partially completed			21.29	21.29	
Miles completed			21.29	21.29	
Total estimated quantities (contract)			5,480 cy.	3,820 cy. 480 tons	
Total quantities corrected to date			5,480 cy.	3,820 cy. 480 tons	
Estimated quantities moved or placed to date			5,480 cy.	3,820 cy. 480 tons	
Average daily quantities			0	45 cy. 6 tons	
Average daily quantities necessary to complete project on time			0	0	
Number shifts per day			0	0	
Hours per shift			0	0	
Average force on project for week			0	0	

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Pt. Cloudy		
Saturday			

RECEIVED
FORM E-128
FEB 24 1958

FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

[illegible]

5103

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. E. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Feb. 24, 1958

The Central Heating Co., Oreg. Ltd.
102 High St.
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5103, awarded Jan. 16, 1958, for oiling and rock production on the Rosa Creek-Adel Section of the Warner Highway in Lake County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 22 1958
FOR FILING

[illegible]

5163

January 17, 1958

Central Heating Co., Oregon Ltd.
102 High Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5163 for the Ross Creek-Adel Oiling and Rock Production Project on the Warner Highway in Lake County.

This award was based on your bid of $56,707.50 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

19-8312 Hunter Hill-Clover Flat Rd. 1958
Rock Prod. Proj. on the
#5104 Fremont Hwy., near Paisley

RECEIVED
JUN 7 1958
FOR FILING

OREGON STATE HIGHWAY DEPART
(date)
June 4, 1958

(CONTRACT NO.) 19-8312	(EST. NO.)	(CONTRACTOR)
5104	3 Final	Roseburg Sand & Gravel Co.
(VOUCHER NO.) 5104	(WARRANT NO.)	(AMOUNT) (DATE)
12030	H213680	$ 731.03 6-4-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 50 workdays from Mar. 1, 1958

Time Extensions: None

Completion Date: Apr. 16, 1958

Date Accepted: May 8, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: June 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
By Floyd Query, Ass't. Secretary

Warrant Mailed:
JUN 5 1958
Jc

NOTED ON CARD
em

RECEIVED
MAY 22 1958
FOR FILING

1-1-12

5104

May 21, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5104 for Rock Production on the Hunter Hill-Clover Flat Road Section of the Fremont Highway in Lake County was completed by the contractor, Roseburg Sand & Gravel Co., on Apr. 16, 1958, and was formally accepted by the Highway Commission on May 8, 1958.

Final payment in the amount of $731.03 will be released to the contractor on or after May 31, 1958. The total contract amount is $24,367.69, of which amount $225.05 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
MAY 1958
FOR FILING

19-8312

5104

May 7, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roseburg Sand & Gravel Company in connection with Contract No. 5104, for Rock Production on the Hunter Hill-Clover Flat Section of the Fremont Highway in Lake County. This payment, in the amount of $11,453.80, will be released to the contractor on or after May 17, 1958. The retained percentage is $731.03.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—1084—7-37

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8312

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 25, 1958, 19

Section Hunter Hill - Clover Flat Road

Kind of work Rock Production

Highway Fremont County Lake

Section prefix 19-8312

Contractor Roseburg Sand & Gravel Co.

Contract number 5104

Date of contract Jan. 16, 1958

Specified work days 50 (begin Mar.1)

Date work started Jan. 28, 1958

Work days used 32

Project authorization $ 27,618.55

Exclusive of engineering $ 25,654.75

Per cent of time elapsed 64 %

~~Estimated~~ cost of completed project, exclusive of engineering $ 24,599.38

~~Estimated~~ per cent ~~overrun~~ or underrun 3.8 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,964.00

Engineering cost to date $ 1,964.00, 100 %

Crushing ~~Date project~~ was completed April 16, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Dismantling of the crushing plant completed and much of the equipment has been hauled out. Removal of the balance and the final clean up should be completed some time next week. The third notification will then be submitted.

The final quantities have been computed and the semi-final estimate was submitted to the Bend Division office on Thursday.

Final report.

CONSTRUCTION DIVISION
RECEIVED
APR 28 1958
NOTED— CE ACE ACE CDE

Noted
J. N. Juv

Signed A. A. Fossen
A.A. Fossen

Address Box 151 Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			24.47		
Miles partially completed					
Miles completed			24.47		
Total estimated quantities (contract)			10,000		
Total quantities corrected to date			10,149		
Estimated quantities moved or placed to date			10,149		
Average daily quantities			308	(33 days)	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Overcast – cool		
Monday	Overcast – windy		
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday	"	"	
Saturday			

FORM E-128

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
JAN 31 1958
FOR FILING
[illegible]
5104

Jan. 31, 1958

Roseburg Sand & Gravel Co.
P. O. Box 1207
Roseburg, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5104, awarded January 16, 1958, for rock production on the Hunter Hill-Clover Flat Road Section of the Fremont Highway in Lake County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 22 1958
FOR FILING

5104

January 20, 1958

Roseburg Sand & Gravel Company
P. O. Box 1207
Roseburg, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5104 for the Hunter Hill-Clover Flat Road Rock Production Project on the Fremont Highway in Lake County.

This award was based on your bid of $23,800 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage

20-8315 Rainrock-Blachly Rock Prod. 1958
Proj. on the Siuslaw Hwy.
#5105

RECEIVED
OCT 15 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

Oct. 10, 1958

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)	
5105	4 Final	Roseburg Sand & Gravel Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23540	H 225314	$ 1,396.43	10/10/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G. R. Winchcomb
ACCOUNTING DIVISION

Specified completion date: **110 workdays from Mar. 1, 1958**

Time Extensions: **None**

Completion Date: **Aug. 1, 1958**

Date Accepted: **Sept. 11, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Oct. 13, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 13 1958
GRW

NOTED ON CARD

A

RECEIVED
OCT 2 1958
FOR FILING
2 1315

5115

Oct. 1, 1958

__CERTIFIED MAIL__

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5105 for rock production on the Rainrock-Blachly Section of the Siuslaw Highway in Lane County was completed by the contractor, Roseburg Sand & Gravel Company, on Aug. 9, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $1,396.43, will be released to the contractor on or after October 11, 1958. The total contract amount is $46,547.52, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED

FOR FILING

[illegible]

5105

Sept. 2, 1958

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roseburg Sand & Gravel Co., in connection with Contract No. 5105, for Rock Production on the Rainrock-Blachly Section of the Siuslaw Highway in Lane County.

This payment, in the amount of $2,528.24, will be released to the contractor on or after Sept. 12, 1958. The retained percentage is $1,396.43.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1—10M

20-8315

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 16, 1958

Section Rainrock - Blachly

Highway Siuslaw County Lane

Contractor Roseburg Sand & Gravel Co.

Date of contract January 16, 1958

Date work started February 26, 1958

Project authorization $52,324.888

Exclusive of engineering $48,604.00

Kind of work Rock Production

Section prefix 20-8315

Contract number 5105

Specified work days 110

Work days used 112

Per cent of time elapsed 102 %

Estimated cost of completed project, exclusive of engineering $46,667.52

Estimated per cent overrun or underrun . . . . -4 %

Per cent of contract completed, based on total contract price . . . . completed %

Engineering authorization $3,720.88

Engineering cost to date $4026.26, 108.2 %

Date project was completed August 9, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Production of rock was completed Saturday, August 9, 1958. Removal of plant will not be performed until the contractor completes production of crushed rock he is obligated to make for loggers forest access roads and for Lane County. He will operate under "Special Use Permit" issued by the Forest Service.

Last of stockpiles was remeasured Monday. Semi-final estimate was prepared and submitted August 15th.

CONSTRUCTION DIVISION
RECEIVED
AUG 1[illegible] 1958
NOTED-

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed J R Chapman

Address Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			26.95		
Miles partially completed					
Miles completed			26.95		
Total estimated quantities (contract)			13,880		
Total quantities corrected to date					
Estimated quantities moved or placed to date			13,920.7		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men No work on this project

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	all		
Tuesday	Week		
Wednesday			
Thursday			
Friday			
Saturday			

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
JAN 31 1958
FOR FILING

Jan. 31, 1958

Roseburg Sand & Gravel Co.
P. O. Box 1207
Roseburg, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5105, awarded January 16, 1958, for rock production on the Rainrock-Blachly Section of the Siuslaw Highway in Lane County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 23 1958
FOR FILING

[illegible]

5105

January 20, 1958

Roseburg Sand & Gravel Company
P. O. Box 1207
Roseburg, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5105 for the Rainrock-Blachly Rock Production Project on the Siuslaw Highway in Lane County.

This award was based on your bid of $46,511 which was the low bid submitted to the Commission on January 16, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

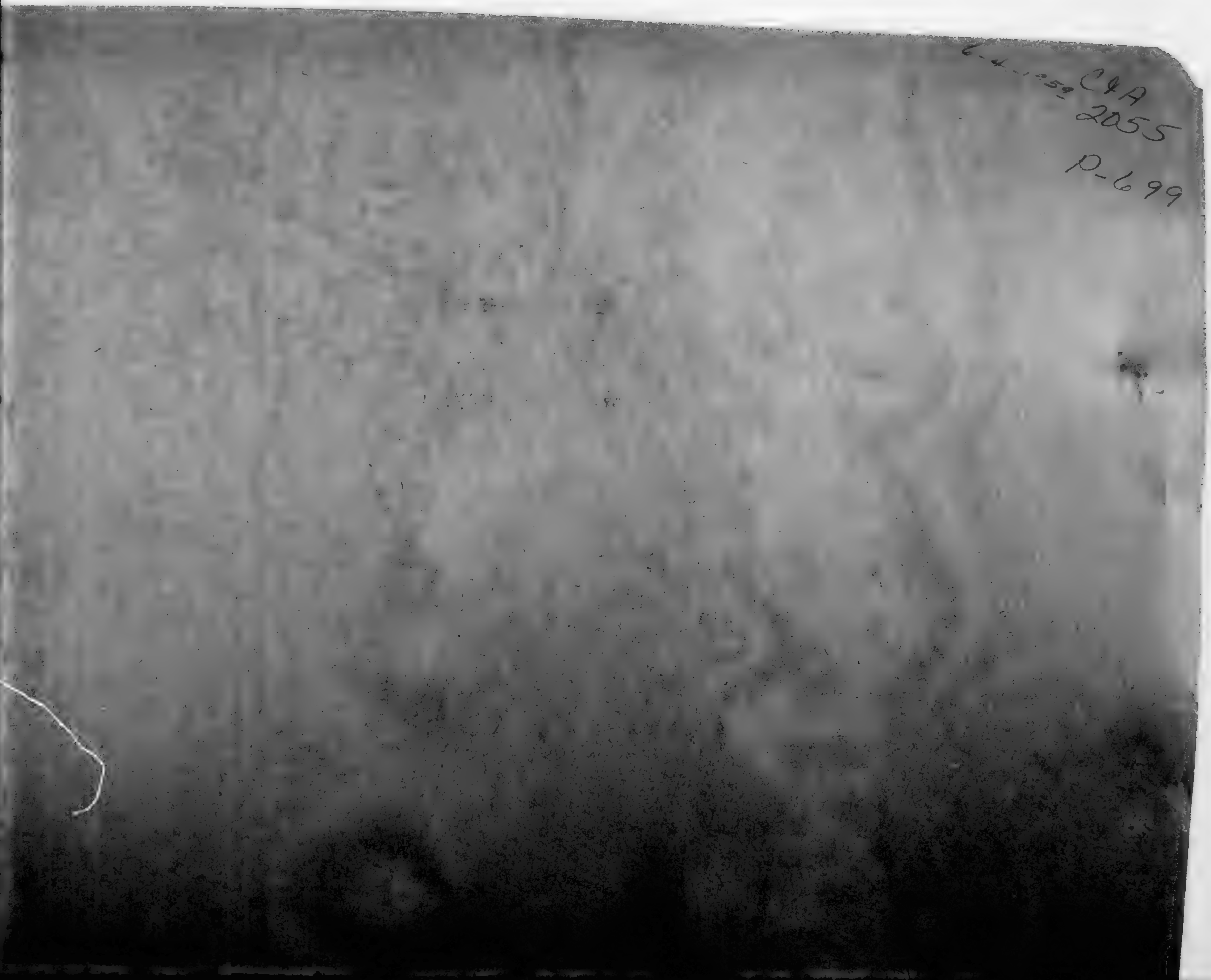
Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

je

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

21-3341 Beverly Beach State Park 1958
(Grad. of Add'nl. park area
#5106 and const. add'nl. facilities)



6-4-1959 C&A 2055

P-699

RECEIVED
JAN 16 1961

FOR FILING

21-3341

5106

January 13, 1961

Wheelock, Richardson & Niehaus
505 Lumbermen's Building
Portland 4, Oregon

Attention: Mr. C. R. Richardson

Gentlemen:

In reply to your letter of January 11, our records indicate that Contract 5106, awarded to Zuber Bros., for construction of park facilities in Beverly Beach State Park, was completed on August 15, 1958 and accepted by the Commission on September 11, 1958.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

LAW OFFICES OF
WHEELOCK, RICHARDSON & NIEHAUS
[redacted]
PORTLAND 4, OREGON
TELEPHONE CAPITOL 8-8335
505 LUMBERMEN'S BUILDING

C. E. WHEELOCK
CLYDE R. RICHARDSON
RUSSELL R. NIEHAUS

January 11, 1961

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

Please advise the date upon which the Highway Commission approved the completion of the project known as Beverly Beach State Park - 5106 Extension, which contract was with Zuber Bros. Contractors.

Would you kindly inform us as soon as possible.

Very truly yours,

WHEELOCK, RICHARDSON & NIEHAUS

C. R. Richardson

C. R. Richardson

CRR:lo

RECEIVED
JAN 12 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 29 1959
FOR FILING
51 3341

5166

1A-1
5-28

Salem, Oregon
June 4, 1959

MISC. CONTRACTS and
AGREEMENTS No. 2055

Mr. C. H. Armstrong
State Parks Superintendent
Office

Attached for further handling are two fully executed copies of Amendment #2 to Commercial Power Contract with Central Lincoln People's Utility District covering extension of their power line in Beverly Beach State Park, Lincoln County, to serve overnight camping facilities.

A fully executed copy of the above Contract has been retained in this office for the Commission's files and one fully executed copy has been sent to Central Lincoln P.U.D. and one fully executed copy has been sent to Mr. C. H. Maison.

Secretary

rn
Attach: 2

cc - C. H. Maison - Attach: 1

FORM E-128-X 50M 2-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA
MAY 28 1959
1A-1

May 6, 1959

Oregon State Highway Commission

Gentlemen:

It has been necessary to extend the power line in Beverly Beach State Park in Lincoln County, to accommodate the overnight camping feature. In doing this, the Central Lincoln Peoples' Utility District have extended the line and asked that we pay a minimum annual charge of $228.00 for this extension which we believe is reasonable in view of the fact that we do not expend funds for the power line extension.

I recommend that you approve it.

Very truly yours,

C H Armstrong
C. H. Armstrong
State Parks Superintendent

CHA:dp

cc Floyd Query
W. C. Williams
L. I. Lindas
C. H. Maison

NOTED
FLOYD QUERY
Parks

RECEIVED
B 17 1959
FOR FILING

21-3341

5106

file

Feb. 16, 1959

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of $3,655.38, which has been filed with the Secretary of State by Wheelock, Richardson and Niehaus on behalf of Peerless Pacific Co., for materials furnished to McFee Plumbing and Heating Co., subcontractor, for Zuber Bros., Portland, on our Contract No. 5106, the Beverly Beach State Park Expansion project in Lincoln County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:cm
Attach.

cc: C. A. Tomassone & Sons
1002 Cascade Bldg.
Portland 4, Oregon

Zuber Bros.
3600 S. E. 28th St.
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
cm

NOTICE OF CLAIM OF LIEN UNDER
PERFORMANCE BOND

TO: SECRETARY OF STATE, STATE OF OREGON, SALEM, OREGON.

NOTICE HEREBY IS GIVEN That the undersigned, PEERLESS PACIFIC CO., an Oregon corporation, 2238 N. Interstate, Portland, Oregon, has a claim for a balance due by reason of furnishing materials to McFee Plumbing & Heating Co., a sub-contractor, to Zuber Bros. Contractors, a corporation, the prime contractor, for use in accordance with the plans and specifications of the project known as "Beverly Beach State Park", State of Oregon, in the sum of $3,655.38 against the bond taken from McFee Plumbing & Heating Co., as principal, if any, together with the surety herein, which said bond would have been to the prime contractor, Zuber Bros. Contractors, to guarantee the performance of the contract of McFee Plumbing & Heating Co; and Zuber Bros. Contractors, of Portland, Oregon, as principal, and General Insurance Company of America, as surety, being a performance bond taken by said prime contractor to guarantee the performance of said contract with the State of Oregon.

DATED at Portland, Oregon, this 5 day of February, 1959.

File # 3635

FILED
FEB 10 1959
[illegible]
SECRETARY OF STATE

PEERLESS PACIFIC CO.

By G. Gibson
President

[illegible]

file

RECEIVED
FEB 17 1959
FOR FILING

21-3341

5106

Feb. 16, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of February 10, 1959, which had attached to it three copies of a claim in the sum of $3,655.38, filed in your office by Wheelock, Richardson and Niehaus on behalf of Peerless Pacific Co., for materials furnished to McFee Plumbing and Heating Co., subcontractor, for Zuber Bros. on our Contract No. 5106, your file No. 3635.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

NOTED ON CARD
om

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 10, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Wheelock, Richardson and Niehaus, Corbett Building, Portland 4, Oregon and filed as of this date, a notice of claim by Peerless Pacific Co., 2238 N. Interstate, Portland, Oregon for furnishing materials to McFee Plumbing and Heating Co., a sub-contractor, for use in the project known as "Beverly Beach State Park," in the sum of $3,655.38 against the bond taken from McFee Plumbing and Heating Co., principal together with Zuber Bros., Contractors as principal and General Insurance Company of America , surety. Our file no. 3635.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By
Public Records Section

GS:er

RECEIVED
FEB 13 1959
STATE [illegible]

RECEIVED
NOV 13 1958
FOR FILING

[illegible]

~~Edith~~
file

November 14, 1958

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens
Public Records Section

Dear Sir:

This will acknowledge your letter of October 3, 1958, to which was attached three copies of a claim in the amount of $2,407.00, filed in your office by Bedingfield, Grant and Bedingfield, attorneys in Coos Bay, on behalf of Baughman & Son against Zuber Bros., Portland. This is our Contract No. 5106, your file No. 3619.

Respectfully yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fp

NOTED ON CARD

MARK O. HATFIELD
SECRETARY OF STATE

OREGON 100th ANNIVERSARY CELEBRATION

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

October 3, 1958

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Bedingfield, Grant and Bedingfield, attorneys, Hall Building, Coos Bay, Oregon, and filed as of this date, a notice of claim by Baughman & Son, for eighty-three (83) tables at $29.00 a piece, furnished in the sum of $2,407.00, against the bond taken from Zuber Brothers, 3600 South East 28th Avenue, Portland 2, Oregon, principal and The General Insurance Company, surety, for the work of furnishing material and labor for the construction and finishing of eighty-three (83) picnic tables for Beverly Beach State Park. State Highway Conctract No. 5106.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State
Geo C Stephens
Public Records Section

GS:J
Encls.

Cec, please prepare
regular letter
F.Q.

RECEIVED
NOV 1 [illegible] 1958

NOTED ON CARD
em

NOTED
C. W. HEAD

RECEIVED
NOV 18 1958
FOR FILING

21-2341

5106

~~Edith~~ files

November 14, 1958

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Dougaman & Son, Coos Bay, in the amount of $2,407.00 against Zuber Bros. on State Highway Contract No. 5106 for the Beverly Beach State Park Expansion project in Lincoln County. The claim is for the work of furnishing material and labor for the construction and finishing of 83 picnic tables.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

Enc.

CC:
C. A. Tomasseno & Sons
1002 Cascade Building
Portland 4, Oregon

Zuber Bros.
3600 S. E. 28th Street
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD

CWH:fp

NOTICE OF CLAIM

TO: THE OREGON STATE HIGHWAY COMMISSION

NOTICE is hereby given that the undersigned, C. J. Baughman and Gerald R. Baughman, doing business as Baughman & Son, has a claim for eighty-three (83) tables at $29.00 a piece furnished by Baughman & Son in the total sum of $2,407.00 against the bond taken from Zuber Brothers, 3600 South East 28th Avenue, Portland 2, Oregon, principal, and General Insurance Company, 209 South West Fourth Avenue, Portland, Oregon, surety, for the work of furnishing material and labor for the construction and finishing of eighty-three (83) picnic tables for Beverly Beach State Park under contract #5106 as executed by the Oregon State Highway Commission.

File # 3619

FILED
OCT 3 1958
MARK O. HATFIELD
SECRETARY OF STATE

BAUGHMAN & SON

By Gerald R. Baughman
Co-partner

NOTED ON CARD

RECEIVED
JUL 21 1959
FOR FILING
21 3341
[illegible]

P-699

Salem, Oregon
November 3, 1958

Agenda Item 1B-7

File No. 28020
Beverly Beach State Park
Lincoln County

Mr. R. L. Porter
Right of Way Engineer
Office

Attached for further handling are two fully executed copies of an Easement for Reservoir and Water Line accepting a water line easement from Oregon Pulp and Paper Company in connection with water service for Bewerly Beach State Park.

A conformed copy of the above easement has been retained in this office.

Secretary

rn
Attach: 2

FORM E-30 5OM 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
OCT 23 1958
15-7

agenda
10/23/58

Salem, Oregon
October 7, 1958

SUBJECT: AGENDA ITEM FOR OCTOBER 23-24 MEETING
File No. 28020
Beverly Beach State Park
Lincoln County

To:

Mr. H. B. Glaisyer
Secretary
Office

Please place on the next Agenda the matter of securing Highway Commission consent to accept a water line easement from Oregon Pulp and Paper Company.

This is in connection with water service for the Beverly Beach State Park.

In case the Highway Commission accepts this proposition, there are enclosed two copies of a form of consent for their execution.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP:zg

Enclosures

A
if approved, sign 2 copies of easement

NOTED
H. B. GLAISYER

R. E.

File

RECEIVED
NOV 6 - 1958
FOR FILING

5106

Mrs Middleton
to record on card
HBG

October 27, 1958

General Insurance Company of America
Portland Service Office
209 S. W., 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission today received information (by telephone) from Baughman and Son, contractors, 2006 Ocean Boulevard, Coos Bay, Oregon, that Zuber Brothers, contractor for the Beverly Beach State Park Expansion Project in Lincoln County, State Highway Contract No. 5106, owes them the sum of $2,407 for construction of park tables. It appears that Baughman and Son acted as subcontractor on this job.

Baughman and Son advised that they have been told on several occasions that the claim would be satisfied within a few days; however, on October 21 they were informed that notwithstanding that Zuber Brothers had received the final payment from the State Highway Department for the work involved, they did not have sufficient money to pay the claim.

This information is given you as the General Insurance Company of America appears as surety on the performance bond furnished by Zuber Brothers in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:jmc

cc: Zuber Brothers
3600 S. E. 28th Street
Portland, Oregon

C. A. Tomassene & Sons
1002 Cascade Building
Portland, 4, Oregon

NOTED ON CARD
em

RECEIVED
OCT 2[illegible] 1958
FOR FILING

[illegible]

5106

October 27, 1958

Baughman & Son
2006 Ocean Boulevard
Coos Bay, Oregon

Gentlemen:

Pursuant to our telephone conversation of a few moments ago I enclose for your information excerpts from the Oregon laws relating to the filing of claims against public agencies.

You will note that when the claim is against a State agency it must be filed with the Secretary of State. I suggest that you do that so as to hold the bond furnished by Zuber Brothers in connection with their contract No. 5106, for construction of the Beverly Beach State Park Expansion Project, responsible and liable for payment of your claim.

Pursuant to our established practice I am calling your claim to the attention of the General Insurance Company of America who wrote the bond in connection with this job. The surety's agent is C. A. Tomassene & Sons, 1002 Cascade Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

~~[illegible] Effenberger~~
Baughman + Son
2006 Ocean Blvd Coos Bay

Zuber Bros. Subs contract 5106

#2407^{00} park tables

Sept 17 Oct 6 few
Oct 13 - got final no money to pay
Oct 21 - day or 2 tell got paid.

Beverly Beach St Park expansion Cont 5106

send excerpts re filing claim

General Ins Co of Amer.
C.A. Tomasene + Sons Surety
1007 Cascade Bldg
Portland - 4

45

RECEIVED
SEP [illegible] 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

September 25, 1958

71-3341			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5106	Est. 8 final	Zuber Bros., Contractors	9/25/58
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22476	H 224246	$ 5,755.77	

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhaus
ACCOUNTING DIVISION

Specified completion date: 100 workdays from Jan. 30, 1958

Time Extensions: None

Completion Date: Aug. 15, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: Claim by Ross Motors—$1,645.14; Yaquina Head Quarries—$4,892.65; Oceanlake Sand & Gravel Co.—$831.25. Total—$7,369.04.

Remarks:

Date: Sept. 26, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 26 1958
GRw

NOTED ON CARD
em

RECEIVED
SEP 22 1958
FOR FILING

2-3341

5[illegible]

File

September 18, 1958

Newport Sand and Gravel Company
215 S. W. Canyon Drive
Newport, Oregon

Attention: Ken Doerfler

Gentlemen:

This is to thank you for your letter of September 9 stating that you have received a check in the amount of $954.10 in full payment for rock delivered to Zuber Brothers on our contract No. 5106 for expansion of Beverly Beach State Park.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:js

NOTED ON CARD
em

newport sand and gravel company

excavations *ready-mix concrete* ● *land clearing* ● *cat & shovel work*

Telephone 750
215 S. W. Canyon Dr.
NEWPORT, OREGON

September 9, 1958

Answers letter
recorded on card

State of Oregon
State Highway Dept.
Salem, Oregon

Attention: Floyd Query, Assistant Secretary

Dear Sir:

In reference to your letter of August 28th, we wish to inform you that we have received a check in the amount of $954.10 for full payment of rock delivered to Zuber Bros.on Contract No. 5106 for park expansion in Beverly Beach State Park.

Very truly yours,

NEWPORT SAND & GRAVEL CO., INC.

KD:rg

Ken Doerfler, V. President

NOTED
R. B. GLAISYER

RECEIVED
SEP 11 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

newport
sand and
gravel company

excavations

ready-mix concrete • land clearing • cat & shovel work

Telephone 750
215 S. W. Canyon Dr.
NEWPORT, OREGON

September 9, 1958

waiver letter
recorded on card

State of Oregon
State Highway Dept.
Salem, Oregon

Attention: Floyd Query, Assistant Secretary

Dear Sir:

In reference to your letter of August 28th, we wish to inform you that we have received a check in the amount of $954.10 for full payment of rock delivered to Zuber Bros. on Contract No. 5106 for park expansion in Beverly Beach State Park.

Very truly yours,

NEWPORT SAND & GRAVEL CO., INC.

KD:rg

Ken Doerfler, V. President

NOTED
H. B. GLAISYER

RECEIVED
SEP 11 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
Em

RECEIVED
SEP 22 1958
FOR FILING
21-3341
5146

File

September 18, 1958

General Insurance Company of America
Portland Service Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

A letter has been received from Newport Sand and Gravel, Inc., stating that they have received a check in the amount of $[illegible]54.16 in full payment for rock delivered to Zuber Brothers on our Contract No. 5146 for expansion of facilities in Beverly Beach State Park. We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:js

cc: C. A. Tomassene & Sons, Agent
Portland 4, Oregon
Zuber Brothers
Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
OM

A

RECEIVED
SEP 17 1958
FOR FILING

21-3341

5106

Sept. 16, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5106, for Beverly Beach State Park Expansion in Lincoln County was completed by the contractor, Zuber Bros., on Aug. 15, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $5,755.77 will be released to the contractor on or after Sept. 26, 1958. The total contract amount is $71,609.79, and no force account work was performed on the project.

There are claims filed against this project, of which you have been previously notified, aggregating $8,323.14.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

csm

file

RECEIVED
SEP 8 - 1958
FOR FILING
51-33[illegible]

5106

September 4, 1958

Oceanlake Sand & Gravel Company
Box 386
Oceanlake, Oregon

Attention: Lyle Hasselbrink

Dear Mr. Hasselbrink:

This is to acknowledge your letter of September 3, 1958, stating that you have a claim against Zuber Brothers in the amount of $831.25 for redi-mix concrete supplied in connection with our Contract No. 5106 for park expansion at Beverly Beach State Park in Lincoln County. The contract was completed August 15 but has not yet been accepted by the Commission.

General Insurance Company of America, through C. A. Tomassene and Sons, 1002 Cascade Building, Portland 4, furnished the performance bond for this contract to assure completion of the work and payment of all bills incurred in the contract. If you wish to protect your claim against the bond for a period longer than six months following acceptance of the contract, you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Law outlining the filing procedure. In the meantime the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:llc

NOTED ON CARD

Oceanlake Sand and Gravel Company
"Ready - Mix" **Concrete**
Building Supplies

Lyle Hasselbrink

Phone: DeLake 2544

"Ready-Mix" Concrete
Concrete Finishing
Mason Supplies
Road Rock
Excavating and Fill Dirt
Top Soil
Utah Coal
Gasco Briquets
Prestologs
"Giant" Explosives

Oceanlake, Oregon Sept. 3, 1958

Mr. Glayser, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Last May and June, our firm supplied Readymix Concrete to Zuber Bros., 3600 SE 28th, Portland, Oregon for their contract at the Beverly Beach State Park and to date we have not been paid for this material. The total amount was $831.25.

We have become a little concerned about this situation and a contractor friend suggested I acquaint you with the deal. We have been billing him the first of each month and will continue ~~x~~ to do so. Any help or suggestions you can give in this matter will be appreciated. Thank you.

Yours truly

Lyle Hasselbrink

Lyle Hasselbrink
Oceanlake Sand & Gravel Co.
Box 386, Oceanlake, Oregon

RECEIVED
SEP 4 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
SEP 8 - 1958
FOR FILING

21-3341

5106

September 4, 1958

General Insurance Company of America
Portland Service Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

A letter has been received from Oceanlake Sand and Gravel Company, Box 386, Oceanlake, Oregon, stating that Zuber Brothers owe them $831.25 for redi-mix concrete furnished in our Contract No. 5106 for construction of park facilities in Beverly Beach State Park in Lincoln County.

This information is provided as your company appears as surety on the performance bond furnished for this contract.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:llc

cc: C. A. Tomassene & Sons
1002 Cascade Building
Portland 4, Oregon

Zuber Brothers
3600 S. E. 28th Street
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
em

RECEIVED
SEP 3 - 1958
FOR FILING

file

September 2, 1958

Yaquina Head Quarries
P. O. Box 624
Newport, Oregon

Attention: Mr. Roy Sawyer

Gentlemen:

This is to acknowledge your letter of August 30 stating that Zuber Bros. owe you $4,892.65 for materials furnished on our Contract No. 5106 for construction of facilities in Beverly Beach State Park in Lincoln County.

This contract was completed August 15 but has not yet been accepted by the Highway Commission. The General Insurance Company of America, through C. A. Tomassene & Sons, 1002 Cascade Building, Portland 4, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim for a period longer than six months following acceptance of the contract, you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure. In the meantime, the claim will be noted in our records and we will advise the surety that it has been received.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

Enc.

FAQ:fp

NOTED ON CARD

YAQUINA HEAD QUARRIES

ROY SAWYER, Proprietor
BOX 624 — NEWPORT, OREGON
CONCRETE ROCK -- ROAD ROCK -- PIT ROCK
QUARRIES AT AGATE BEACH — PHONE NEWPORT 466

July ~~Aug~~ 1958

Zuber Bros. Const Co.
3600 S.E. 28th
Portland Ore

7/58	914	yds. 3/4- @ 2.10 yd	1919.40
7/58	1472	yds. 3" @ 2.00 yd	2944.00
7/58	13	yds. 1 1/4 x 3/4 @ 2.25 yd	29.25
		Bal	$4892.65

1

CRUSHED ROCK
PIT RUN
RIPRAP

YAQUINA HEAD QUARRIES
Box 624
NEWPORT, OREGON

TELEPHONE
NEWPORT
466

August 30, 1958

Mr. H.B. Glaisyer, Secretary
Highway Commission
Oregon State Highway Bldg.
Salem, Oregon

Re: Job # 5106-------21-3341
Beverly Beach State Park Expansion

Dear Sir:

This is to advise that I sold rock to Zuber Bros. for their work on the Beverly Beach State Park Expansion project, and that I have not yet received full payment for said materials.

The balance due Yaquina Head Quarries from Zuber Bros. is $4892.65.

Yours very truly,

YAQUINA HEAD QUARRIES

By: Roy Sawyer
Roy Sawyer

RECEIVED
SEP 2 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
SEP 3 - 1958
FOR FILING

21 3341

5106

file

September 2, 1958

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A letter has been received from Yaquina Head Quarries, P. O. Box 624, Newport, advising that Zuber Bros. owe them $4,892.65 for rock materials furnished on our Contract No. 5106 for expansion of Beverly Beach State Park in Lincoln County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

cc:
C. A. Tomasseone & Sons
1002 Cascade Building
Portland 4, Oregon

Zuber Bros.
3600 S. E. 28th Street
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

NOTED ON CARD
em

RECEIVED
SEP 3 - 1958
FOR FILING

file

August 29, 1958

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A statement has been received from Ross Motors, P. O. Box 156, Newport, stating that Zuber Bros. owe them the sum of $1 ,645.14 for work performed on our Contract No. 5106 for expansion of Beverly Beach State Park in Lincoln County. The contract was completed August 15 but has not yet been accepted by the Highway Commission.

This information is furnished as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

CC:

C. A. Tomassene & Sons
1002 Cascade Building
Portland 4, Oregon

Zuber Bros.
3600 S. E. 28th Street
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

NOTED ON CARD
am

EIVED
SEP 3 - 1958
FOR FILING

3341

5106

file

August 29, 1958

Ross Motors
P. O. Box 156
Newport, Oregon

Gentlemen:

This is to acknowledge your statement of August 27 indicating that Zuber Bros. owe you $1,645.14 for work on our Contract No. 5106 for expansion of Beverly Beach State Park facilities.

The contract was completed August 15 but has not yet been accepted by the Highway Commission. The General Insurance Company of America, through C. A. Tomassene & Sons, 1003 Cascade Building, Portland 4, furnished the performance bond to assure completion of the project and payment of all bills incurred in it.

If you wish to protect your claim against the bond for a period longer than six months following acceptance of the contract by the Highway Commission, you should file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure. In the meantime, the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

Enc.
FAQ:fp

NOTED ON CARD

STATEMENT

ROSS MOTORS
BOX 156
NEWPORT, OREGON

Date August 27, 1958

To H. B. Glaisyer

Address Oregon State Highway Dept.

City SALEM, OREGON

Date		Charges	Credits	Balance
8/26	Our Final bill with Zuber Brothers for work done in the past 4 months.			
	2-7-58 Balance	12.75		
	May 31, 1958 Balance	481.38		
	June 31, Balance	1487.39		
	July 31 Balance	1645.14		
	No payments have been made on this account at all.			
	Contract 5106 prefix 01-3341			

NOTED ON CARD

RECEIVED
SEP 2 - 1958
FOR FILING

5106

file

August 28, 1958

General Insurance Co. of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

A letter, dated August 26, has been received from Newport Sand & Gravel Co., Inc., 215 S. W. Canyon Drive, Newport, stating that Zuber Bros. owes them the sum of $954.10 for material furnished on our Contract No. 5106, awarded to Zuber Bros. for expansion of park facilities in Beverly Beach State Park in Lincoln County. Their letter states that the material was delivered in May of this year and no payment has been made to this date.

This information is furnished as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

CC:
C. A. Tomaseens & Sons
1002 Cascade Building
Portland 4, Oregon

Zuber Bros.
1600 S. E. 28th St.
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

NOTED ON CARD

RECEIVED
[illegible] 2 - 1958
FOR FILING

5106

file

August 28, 1958

Newport Sand & Gravel Company, Inc.
215 S. W. Canyon Drive
Newport, Oregon

Attention: Mr. Ken Doerfler
Vice President

Gentlemen:

We have your letter of August 26, addressed to Mr. S. H. Probert, concerning the sum of $954.10 owed to you by Zuber Bros. on Contract No. 5106 for park expansion in Beverly Beach State Park.

The contract was completed August 15, 1958 but has not yet been accepted by the Highway Commission. The General Insurance Company of America, through C. A. Tomassene & Sons, 1002 Cascade Building, Portland 4, furnished the performance bond for this contract, which bond is given to assure completion of the work and payment of all bills incurred in the project.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission, you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure. In the meantime, the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

Enc.
FAQ:fp

NOTED ON CARD

shovel work

t 26, 1958

Office Engineer

Dear Sir:

Regarding contract #5106 prefix 21-3341, Beverly Beach State Park; we delivered to the contractor, Zuber Bros., the following material:

25 yds	3/8" Backfill	@$2.90	per Yd	$72.50
14 yds	1" Road Roack	@2.90	" "	40.60
290 yds	1½"x¾" drain field	@2.90	"	841.00
			Total	$954.10

The above material was delivered in May of this year. Zuber Bros. was partially paid by the state in June and the balance paid in July. To date, we have received nothing on account for material we delivered. Mr. Dick Lytle of the Highway Dept. office here in Newport advised us to contact your office in an effort to expedite payment of this account.

Very truly yours,

NEWPORT SAND & GRAVEL CO., INC.

Ken Doerfler, V. Pres.

KD:rg

newport sand and gravel company

excavations *ready-mix concrete ● land clearing ● cat & shovel work*

Telephone 750
215 S. W. Canyon Dr.
NEWPORT, OREGON

August 26, 1958

Oregon State Highway Dept.
Salem, Oregon

Attention: S. H. Probert
Office Engineer

Dear Sir:

Regarding contract #5106 prefix 21-3341, Beverly Beach State Park; we delivered to the contractor, Zuber Bros., the following material:

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14 yds	1" Road Roack @2.90	" "	40.60
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Very truly yours,

NEWPORT SAND & GRAVEL CO., INC.

KD:rg

Ken Doerfler, V. Pres.

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT 21-3341

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 16 August, 1958

Section Beverly Beach State Park Expansion

Kind of work Const. Add'l. Park Facilities

Highway Oregon Coast County Lincoln

Section prefix 21-3341

Contractor Zuber Bros., Contractors

Contract number 5106

Date of contract 16 January, 1958

Specified work days 100

Date work started 27 January, 1958

Work days used 75

Project authorization $ 89,168.96

Exclusive of engineering $ 82,828.06

Per cent of time elapsed 75 %

Estimated cost of completed project, exclusive of engineering $ 83,961.12

Estimated per cent overrun XXXXXXXX 1.4 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 6,340.90

Engineering cost to date $ 5,968.14, 94.1 %

Date project was completed 15 August, 1958, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Plumber worked Friday plumbing vents from water heaters to outside of buildings. This work completes the project.

Semi-final estimate will be sent in next week.

FINAL REPORT ON THIS PROJECT.

NOTED
FORREST [illegible]

Noted
M. N. Juve

CONSTRUCTION DIVISION
RECEIVED
AUG 18 1958
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

NOTED
C. E. PAULSEN

Signed

Address P. O. Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT 21-3341

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 16 August, 1958

Section Beverly Beach State Park Expansion

Kind of work Const. Add'l. Park Facilities

Highway Oregon Coast County Lincoln

Section prefix 21-3341

Contractor Zuber Bros., Contractors

Contract number 5106

Date of contract 16 January, 1958

Specified work days 100

Date work started 27 January, 1958

Work days used 75

Project authorization . . . . . $ 89,168.96

Exclusive of engineering . . . . . $ 82,828.06

Per cent of time elapsed 75 %

Estimated cost of completed project, exclusive of engineering . . . . $ 83,961.12

Estimated per cent overrun XXXXXXXX . . . . 1.4 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $ 6,340.90

Engineering cost to date $ 5,968.14, 94.1 %

Date project was completed 15 August, 1958, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Plumber worked Friday plumbing vents from water heaters to outside of buildings. This work completes the project.

Semi-final estimate will be sent in next week.

FINAL REPORT ON THIS PROJECT.

NOTED
FORREST [illegible]

CONSTRUCTION DIVISION
RECEIVED
AUG 18 1958
NOTED ☐ ☐ ☐ ☐ ☐
ACE ACE COE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed

Address P. O. Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.56	0.56			
Miles partially completed					
Miles completed	0.56	0.56			
Total estimated quantities (contract)	8,000	3,030			
Total quantities corrected to date	13,672	2,416			
Estimated quantities moved or placed to date	13,672	2,416			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED
FEB 4 - 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

[illegible]

[illegible]

Feb. 4, 1958

Zuber Bros., Contractors
3600 S. E. 28th St.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

**Contract No. 5106, awarded Jan. 16, 1958,
for Beverly Beach State Park Expansion
in Lincoln County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 22 1958
FOR FILING

COPY

5106

January 20, 1958

Zuber Brothers Contractors, Inc.
3600 S. E. 28th Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on January 16 1958 awarded to you State Highway Contract No. 5106 for grading of additional park area and construction of additional park facilities in Beverly Beach State Park in Lincoln County.

This award was based on your bid of $67,761.30 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage
C. H. Armstrong

I-248(19) Sandy River Br. on Columbia 1958
River Hwy. near Troutdale.
45107

RECEIVED
JUL [illegible] 1960
FOR FILING

5107

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 13, 1960

SUBJECT: Pacific Concrete Co., et al.
vs.
State of Oregon
Case No. 266-216
Our file L-3491

To:
Mr. J. Robert Patterson
Staff Attorney
Office

Herewith for your use in handling the above cause are the following items:

3 copies of Contract and Bond re Contract No. 5107

1 Manila file entitled Contract Data, Sandy River Bridge, Multnomah County, Columbia River Highway, Job No. 6875A

1 Manila folder entitled Corres. & Misc., Sandy River Bridge, Multnomah County, Job No. 6875-A, Columbia River Highway

2 sets of correspondence, both photocopies of a group of letters (presumably photocopied from letters contained in either or both of the above folders).

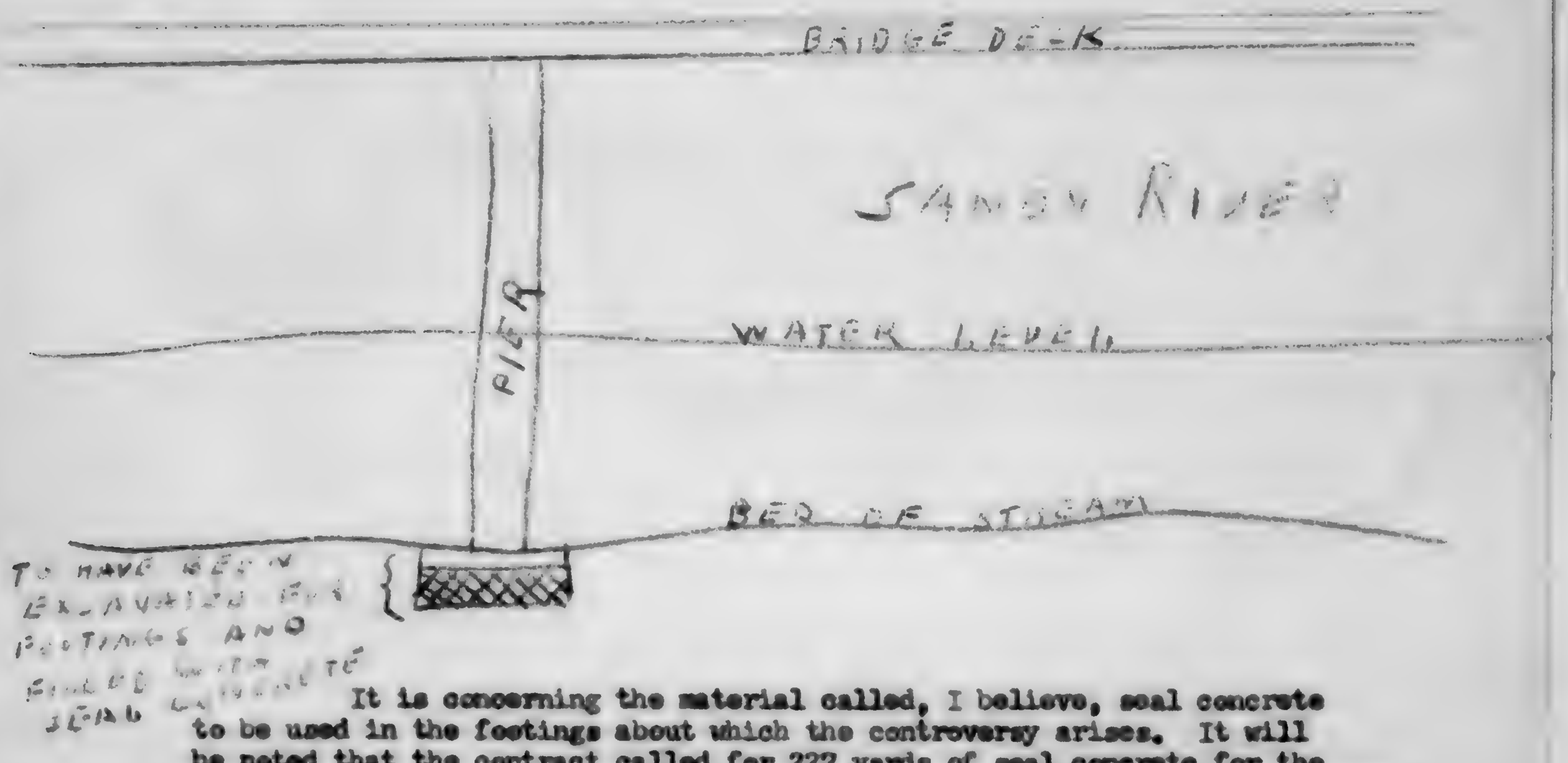
files please note

All of the above data was delivered by the office of the Secretary to Mr. George Rohde and, I take it, with the possible exception of the photocopies, should be returned to the office of the Secretary when the need for the same no longer exists.

In connection with this matter certain information gleaned by the writer from a conversation with Mr. Rohde may be helpful to you in your preparation in the defense of this action. It should be noted at the outset that you will wish to check with the Construction Department virtually every detail here discussed.

As a prerequisite you will wish to note first, perhaps, a certain letter of claim from the plaintiffs' attorney to the Highway Department dated December 8, 1959. Therein is set forth clearly the position of the plaintiff under the provisions of the contract and its execution by the plaintiff. For your quick reference a photocopy of the letter referred to will be found in the above-mentioned sets of photocopies.

To begin with let us glance at a very rough sketch of the situation as the writer understands it from George Rohde, showing the deck of the bridge, one pier, the water level of the river, the floor of the stream and excavation below the floor in which are constructed the footings for the bridge structure.


BRIDGE DECK
SANDY RIVER
PIER
WATER LEVEL
BED OF STREAM
TO HAVE BEEN EXCAVATED FOR FOOTINGS AND FILLED WITH SEAL CONCRETE

It is concerning the material called, I believe, seal concrete to be used in the footings about which the controversy arises. It will be noted that the contract called for 227 yards of seal concrete for the various footings. The unit price was $33 or a total of $7,491. Incidentally, as I understand it, seal concrete is a nonpermeable concrete used below the bed of streams where the material excavated is gravel or a like material easily permeable by water.

It so happened that in the construction of this particular bridge, in the excavation of the areas for placing the footings it was found that hard pan or other nonpermeable material was either at or very near the surface of the stream. Stated differently, apparently in some instances very little material was needed to be excavated near the spot where the pier footings were to be placed. This disclosure thus obviated the necessity for over 100 cubic yards of the seal concrete. Thus to recap, while the contract called in total for 227 yards of seal concrete totaling the sum of $7,491 there was in fact used by the contractor only 113 cubic yards. The contractor was paid on the basis of 113 yards instead of 227 yards.

You will note by the plaintiffs' letter of December 8, 1959, that its position is that the contract called for a lump sum payment without any remeasurement should a less amount of seal concrete be used than was called for in the contract.

Our position under the contract is that there was in fact a change in plans which called for a remeasurement and reduction in remittance. It may help to glance at the rough sketch above and note that the cross-hatched section roughly denotes the area of the proposed footing hold containing the hardpan.. Our position being that when this fact became evident the contractor was instructed to excavate no further but to set his footings on the upper limits of the hardpan.. In other words, the contractor was instructed under a change of plans not to excavate down into the hardpan and thus, of course, not to use the seal concrete that would have been required had the excavation been made into the hardpan.

In considering the provisions of this particular contract, it might be well to discuss generally and very sketchily provisions of some of our contracts that call for a daily tally of actual measurements where contracts call for excavations, fills, or the like. That is to say, a given contract calling for excavations or fills, or both, may for purposes of bidding, set up in round figures of, let us say, 100,000 cubic yards of excavation and 100,000 cubic yards of fill. In such situations this method is followed for the obvious reason that it is not always possible to accurately estimate an excavation or fill and the final payment is based on actual measurements made during the course of construction--upon a unit basis, of course. However, when constructing footings for a bridge, and the plans call for exact dimensions of the footings, it is possible in such instances to measure with certainty the amount of seal concrete that will be needful for a given excavation. Under such conditions, of course, a daily tally of concrete poured would be a useless gesture. And so thus it is that such a provision has been set up for bridge structures which in effect say that even though actual predetermination of quantities is known, if the final pouring requires more than that called for in the contract, the contractor would bear the overload. On the other hand if the amount used is less than called for in the contract there will be no remeasurement but the state will pay the total amount called for in the agreement. However, this will not be true if there is a change in plans. Under the facts as I understand them here, it appears to be our position that there has been a change of plans. Since that is our position and since there was no daily tally made as in the case of an excavation or fill, there must be a re-estimate. This was done by the engineers which resulted in the present disagreement.

According to Mr. Rohde, it seems to be general among our people and contractors that a contract like the one in dispute, No. 5107, is termed a "lump sum bid." This, of course, is actually misleading in view of the apparent intent of the provisions as they are construed by this office.

The following query will no doubt occur to you and formed the basis of the question by the writer to Mr. Rohde. It is substantially as follows:

> "Suppose that the Pacific Concrete Company had been required to use, let us say, 100 cubic yards of seal concrete more than is called for in the contract, and in such instance would the engineers have 'remeasured' and paid the excess?"

Mr. Rohde's thought as to this question was that should it have become necessary to use a greater amount of seal concrete than called for in the contract, it could only have resulted from either a "change of conditions" or a direct instruction to dig the footing holes deeper than the depth called for in the contract. In either event it would result in a "contract change" and call for a remeasurement and repayment.

Whether all of these matters are correctly stated by the writer as received from Mr. Rohde or whether Mr. Rohde has interpreted correctly information received from the engineering department, you will of course wish to double check with the engineering department.

Incidentally, the plaintiff may contend that there is some element of loss because of equipment cost to the contractor which would have been less as its estimates had been based upon the amount found actually used upon remeasurement. In answer to Mr. Rohde's query to the construction people in this regard, it was their opinion such a loss could not have occurred for the reason that the concrete seal was delivered ready-mixed as ordered by the contractor from the ready-mix company.

It is hoped the foregoing will be of some aid to you as perhaps a "running start" at least as to the factual situation surrounding this agreement.

CHARLES PETERSON
Chief, Trial Section

CP:ap

cc Mr. George E. Rohde
Mr. Floyd Query

RECEIVED
MAR 7 1960
FOR FILING

[illegible]
5107

March 4, 1960

Mr. James C. Maletis
Attorney at Law
604 Mead Building
Portland 4, Oregon

Dear Sir:

I have your letter of February 29 concerning the claims of the Pacific Concrete Company. I am referring this to our Legal Department.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Leonard I. Lindas

COOKINGHAM AND MALETIS
ATTORNEYS AT LAW
604 MEAD BUILDING
PORTLAND 4, OREGON
CAPITOL [illegible]

PRESCOTT W. COOKINGHAM
JAMES C. MALETIS

LEO J. HANLEY [illegible]

February 29, 1960

State of Oregon
Highway Department
Salem, Oregon

Attention: Mr. O. S. Paxson, Assistant State
Highway Engineer

Re: Pacific Concrete Company claim
of error or omission in final estimate
of Sandy River Bridge - Bridge #[illegible] -
Contract No. 5107

Dear Mr. Paxson:

This is to acknowledge receipt of your letter dated the 17th day of February, 1960, wherein you advised me that you have rejected our claim in connection with the above entitled matter.

Please be advised that I disagree with your conclusion and, therefore, I will file suit against the State of Oregon in connection with said matter.

It is my understanding I have one year from the date of the filing of the Final Estimate, which was dated the 10th day of September, 1959; therefore, before the said year expires I shall bring legal proceedings.

Very truly yours,

JAMES C. MALETIS

JCM:mm

cc: Mr. Otis P. Jordan, Jr.

RECEIVED
FEB 18 1960
FOR FILING

I-248(19)

5107

February 17, 1960

Mr. James C. Maletis
Attorney at Law
604 Mead Building
Portland 4, Oregon

Dear Sir:

Both the Engineering and Legal Divisions of this department have very carefully considered your letters of December 8 and 9, 1959, on behalf of your clients, the Pacific Concrete Company and Otis P. Jordan, Jr., protesting the final estimate and voucher for the Sandy River Bridge in Multnomah County, State Highway Contract No. 5107. It is our opinion that this claim is without merit and therefore must be rejected in its entirety.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Leonard I. Lindas
Mr. Ivan D. Merchant

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1960

SUBJECT: State Highway Contract #5107
Sandy River Bridge #6875A
Pacific Concrete Company claim
for additional compensation

To: Mr. G. S. Paxson
Assistant State Highway Engineer

Office

You referred to this office for consideration the claim by the contractor for additional compensation over and above that included in the Final Estimate and voucher prepared by the department on the above numbered contract. You have indicated that in your opinion there is no justification for allowance of the claim.

I am enclosing a memorandum by Mr. Barbera of this office in which he agrees with you that the claim is not well founded with which I agree.

As to the matter of whether the answer should come from this office or yours I should like to point out the Special Provision in the contract entitled Claims of Error or Omission in Final Estimate wherein it is provided that in the event of claims for additional compensation and after consideration and investigation, "the engineer shall promptly advise the contractor of his acceptance or rejection of the claim in full or in part". I would therefore suggest a letter signed by the Highway Engineer or one of his assistants. You, perhaps, might desire to draft a letter somewhat as follows:

> Your letters of December 8th, and 9th, 1959 on behalf of your clients Pacific Concrete Co. & Otis P. Jordon, Jr. protesting the Final Estimate and voucher submitted in connection with the above reference contract and making claim for additional compensation earned thereunder has been fully considered and this is to notify you that the claim is, in our opinion, without merit and is rejected in the whole.

G E Rohde
G. E. ROHDE
Assistant Counsel

RECEIVED
FEB 10 1960
OFFICE OF
STATE HIGHWAY ENGINEER

GER:hg
Enclosure
cc: Mr. Ivan Merchant

FORM E-30 5CM 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
January 15, 1960

SUBJECT: Sandy River Bridge Contract No. 5107

To: Mr. Frank McKinney
Chief, Office Section
OFFICE

Pursuant to your request, I have conferred with Mr. Ivan Merchant, Bridge Engineer, in regard to the claim of the Pacific Concrete Co. and Otis P. Jordan, Jr., for additional compensation under the above contract.

When the plans for the construction of piers to support the Sandy River Bridge were drawn, it was believed that excavation would disclose a sub-surface layer of water-bearing gravel. As I understand it, this would necessitate the following steps in construction:

(1) excavation,
(2) driving of piles,
(3) construction of a coffer dam,
(4) pouring of seal concrete to form the bottom of the coffer dam,
(5) pumping of water from the coffer dam,
(6) pouring of footings, and
(7) construction of the pier itself.

(See attached diagram)

However, this general procedure was not followed in the construction of piers 3 and 4. In those cases, excavation disclosed a stratum of water-tight clay, instead of water-bearing gravel. Consequently, the excavation was practically dry, making it possible for the piling to be driven and the footing concrete to be poured without a seal.

The schedule of contract prices calls for 227 cubic yards of seal concrete at $33 per cubic yard, or $7,491. As a result of the elimination of the footing seals at piers 3 and 4, only 113.67 cubic yards ($3,715.11 worth) of seal concrete was used. The contract provides, in part, that:

> "Final payment will be made on the basis of the quantities listed in the schedule of contract prices and the unit prices bid. Unless plan changes alter the quantities of work, these quantities will not be remeasured. If plan changes alter the quantities, the quantities listed on the schedule of contract prices will be adjusted as stated in Article 1.9.11 as revised herein."

The "Standard Specifications for Highway Bridge Construction" (issue of May 1, 1954) were incorporated by reference into the terms of the contract, which amended Articles 1.4.4 and 1.9.11 to read as follows:

> Article 1.4.4
>
> "The right is reserved by the State, without impairing the contract, to make such plan changes as may be considered necessary to complete fully and satisfactorily the work in the contract, which plan changes may increase or decrease the quantities of the work shown on the schedule of contract prices. The compensation to the contractor for such increases or decreases shall be adjusted as provided elsewhere herein."
>
> Article 1.9.11
>
> "As soon as practicable after the completion and acceptance of the work under the contract, there shall be prepared by the engineer a final estimate of the quantities of the various classes of work performed. If there have been no changes in the plans, the final pay quantities will be those given in the contract schedule of bid items. If plan changes have been made, then those quantities that are affected by the plan changes will be increased or decreased as the case may be by the calculated difference in quantities occasioned by the plan change. . . ."

Pursuant to Article 1.9.11, the engineer prepared a final estimate of the quantities of the various work performed. The decision to eliminate the seal footings on piers 3 and 4 was regarded as a plan change, resulting in a decrease in the final pay quantity of seal concrete, and a corresponding decrease in the compensation to be paid therefor.

On December 8, 1959, the claimants, through their attorney, filed a claim for additional compensation, pursuant to the contract provision for "claims of error or omission in final estimate".

In his letter of December 8, 1959, claimants' attorney states:

> "Our understanding in connection with this matter is that this contract was on a lump sum basis. That is to say, irrespective of our various unit prices as per any given item is not the controling factor in the contract, but that the total contract price or lump sum total is the controling factor and that both ourselves as well as the State are governed by that price alone."

This assertion would be correct if seal concrete had actually been necessary in the construction of each and every pier, as was originally provided in the plans. If so, the contractors would be entitled to receive $7,491, pursuant to the schedule of contract prices, whether more, or less than the stipulated 227 cubic yards of seal concrete was actually required to do the job.

However, this was not the case. Contrary to the original plans, seal concrete was found to be unnecessary in the construction of piers 3 and 4 and was therefore eliminated. Consequently, a plan change was instituted by the engineer, pursuant to the provisions of Article 1.4.4, thereby decreasing the final pay quantity of seal concrete.

Claimants allege that no such plan change was made. Nevertheless, the fact remains that the original plans provided for seal footings at each pier, that seals were subsequently eliminated at piers 3 and 4, and that the "As Constructed Plans" show no seal footings at said piers. This, I would consider sufficient to constitute a plan change within the contemplation of the provisions of the contract and the standard specifications incorporated therein.

In his letter of December 9, 1959, claimants' attorney states as follows:

> "It is further my understanding that the only element that was left out in connection with pier 3, was the actual pouring of seal concrete, but all other incidental work necessary to pour the said seal concrete had been and was done. In other words,

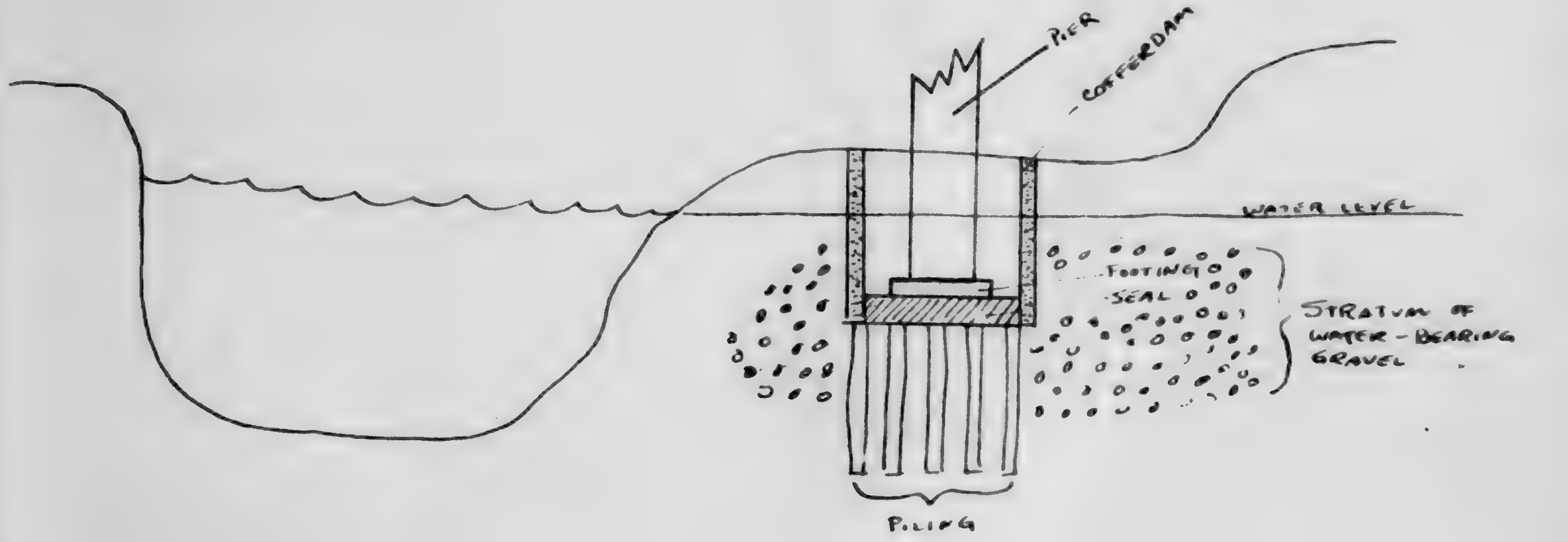
> a considerable amount of time, labor, back fill and other material was necessary to accomplish the same purpose which the seal concrete would have done if used. Thus, in my opinion, it does not justify a complete elimination of the necessary seal concrete according to our unit price in our contract."

I interpret this as a claim for additional compensation for work done in preparation for the pouring of seal concrete at piers 3 and 4. It is submitted, however, that such work would be required in any event and that the elimination of the seal footings required no work in addition to that already covered by items 1 and 2 of the schedule of contract prices, relating to structural excavation, shoring, cribbing, etc.

In view of the above, I must conclude that the claim for additional compensation, submitted by Pacific Concrete Co. and Otis P. Jordan, Jr., is unfounded, and recommend that it be disallowed.

TED E. BARBERA
Staff Attorney

TEB:bjk
cc: Ivan Merchant


PIER
COFFERDAM
WATER LEVEL
FOOTING
SEAL
STRATUM OF WATER-BEARING GRAVEL
PILING

FORM E-128-X 50M 6-59

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

FOR FILING

I-248 (19)

907

December 30, 1959

Mr. James C. Maletis
Attorney at Law
604 Mead Building
Portland 4, Oregon

Re: Pacific Concrete Company claim of error or omission in final estimate of Sandy River Bridge Bridge #6875 - Contract No. 5107

Dear Mr. Maletis:

I have been forwarded for reply your letters of December 8 and December 9, 1959, addressed to the State of Oregon Highway Department.

This is to notify you that we are examining into the facts set forth in your letters, and will advise you as soon as a final decision can be reached.

Yours very truly,

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: L. I. Lindas
Ivan Merchant
G. S. Paxson

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T 2118(17)

5107

Salem, Oregon
December 16, 1959

Sandy River Bridge

Mr. Leonard I. Lindas

I am attaching a copy of a letter written by Mr. James C. Maletis of the firm of Cookingham and Maletis, advancing a claim for additional payment on the Sandy River Bridge on US30 in Multnomah County.

During the progress of the job we deleted the seal concrete in two of the piers. This claim is for the payment for the deleted seal concrete which was not placed and is made in the amount of the bid price for this concrete. I am also attaching the special provisions for the contract and a print of the page of the special provisions entitled "Basis of Final Payment".

You will note that we make provisions for additions or deductions from the contractor's lump sum bids where plan changes affect the final payment. I see no justification in his claim that the elimination of the seal is not a plan change. The seal was definitely shown on the plans for the structure on which the contractor bid, and where the seal is deleted it would certainly, in my opinion, be a plan change.

Since this claim has been advanced through an attorney, I believe you should consider the matter and advise me as to the answer or prepare an answer to the letter from your office.

G. S. Paxson

GSP:gm
Attach.
cc Mr. W. C. Williams
Mr. Ivan D. Merchant

FORM E-90 50M 11-58 15890

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 14, 1959

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

SUBJECT: Sandy River Bridge
Bridge No. 6875A

Attached please find copies of letters from Cookingham and Maletis, attorneys-at-law, and acting for the Pacific Concrete Company, contractors on the Sandy River Bridge. Also, a summary of payments made and facts pertaining to this contract item.

A copy of the contract is attached for your convenience.

Contractor's letter of December 8, 1959 claims under payment on contract item 8, "Seal Concrete" by $3,861, later corrected by letter of December 9, 1959, predicated on the following:

(a) Bid plans called for seal concrete under footings at Piers 1 and 4, 47 cu. yd. each and Piers 2 and 3, 66-2/3 cu. yd. each.

(b) The bidding proposal's schedule of bid items contained an item, "No. 8 Seal Concrete-227 cubic yards".

(c) The schedule of contract prices contains an item--"No. 8, Seal Concrete, $33.00, cubic yard for $7,491.00."

(d) Excavations for Piers 3 and 4 disclosed a strata of water-tight clay at approximate elevation +4'. The nature of this material was such that the excavation was practically dry, making it possible for the piling to be driven and the footing concrete to be placed without a seal.

(e) By order of the Bridge Engineer, a plan change was instituted; the plan change being the elimination of footing seals at Bents 3 and 4. Authority for such change is contained in Articles 1.4.4, as revised by special provisions, and 1.4.5 of the standard bridge specifications.

(f) As a result of the plan change, contract pay item 8, "Seal Concrete was reduced from the contract quantity of 227 cubic yards by 113.33 cubic yards ($3,739.89) to an actual pay quantity of 113.67 cubic yards ($3,751.11).

This claim has been the subject of considerable discussion between me and Otis Jordan, a member of the contracting firm. Their contention that the contract was on a lump sum basis; that final payment must be made on the contract schedule of bid items; and that no plan changes were made are their interpretation of the specifications, and they differ considerably from my interpretation of the same.

Plan changes were made. The "As Constructed Plans" show Piers 3 and 4 without seal and the final footing elevations for these piers at Elevation +3.5, 0.5' lower than the original plan for the top of the seal and bottom of the footing. The attached sheet titled "Basis of Final Payment",copied from the contract, is clear in the method of payment for plan changes. The contractor was paid for the extra concrete and steel in the pier shafts because of the lowered footing elevation, and was not paid for the excavation below +3.5 which was not done because of plan change, all in accordance with this specification.

Article 1.9.3 of the standard specifications provides methods for payment to the contractor if plan changes materially change the character of the work. I do not consider that elimination of a seal in a footing under the conditions applicable to this case as changing the character of the work in sufficient extent to warrant consideration of a claim. Reduction of the seal item and resultant payment therefor may have affected the contractor's plant and overhead costs to some extent, but it could not be very great as the overall contract was written for $293,337.30 and paid of $292,035.19, a final payment within 99+% of the contract amount, and further the contractor has offered no information to substantiate a claim of this nature.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

IDM/mm

Attached

COOKINGHAM AND MALETIS
ATTORNEYS AT LAW
604 MEAD BUILDING
PORTLAND 4, OREGON
CAPITOL 8-8491

PRESCOTT W. COOKINGHAM
JAMES C. MALETIS

LEO J. HANLEY 1925-1956

December 9, 1959

State of Oregon
Highway Department
Salem, Oregon

Re: Pacific Concrete Company claim of error or omission - Sandy River Bridge #6875 A Contract #5107

Gentlemen:

It has been brought to my attention by my clients, that my letter of December 8, 1959, which was directed to you making demand upon the State of Oregon for additional sums of money we believe to be due us under the above mentioned contract, that the Final Estimate shows an allowance for item 8, the quantity of 113.67 Cu. Yds. Or, in other words, I was under the impression that only 100 Cu. Yds. had been allowed. Therefore, the amount as to said item 8 which was not allowed to us is the amount of 113.33 Cu. Yds.

Thus, our demand is made upon the State of Oregon for an additional sum of $3,739.89 and not the sum of $3,861.00. I wish that this change and amendment be so noted by you.

Additional information has been supplied to me in connection with this entire contract, which I will relate as follows:

It is my understanding that my clients were working on pier 3 and pier 4 of the said Sandy River Bridge and that they in fact excavated and drove piling in and around the said pier 3, at which time, they discovered that there was a layer of clay lying under the sub-surface of the said river bottom.

They also noted that there was no blowing of water and, therefore, they felt that there was no need to put any seal concrete in that particular pier. At that time, however, it was necessary for them to do certain back filling with gravel. ??

It is further my understanding that the only element that was left out in connection with pier 3, was the actual pouring of seal concrete, but all other incidental work necessary to pour the said seal concrete had been and was done. In other words, a considerable amount of time, labor, back fill and other material was necessary to accomplish the same purpose which the seal concrete would have done if used. Thus, in my opinion, it does not justify a complete elimination of the necessary seal concrete according to our unit price in our contract.

It is my understanding substantially the same thing was done in regard to pier 4, with some minor variations. As it well can be appreciated that pier 3 was first in construction and pier 4 was second and they would have knowledge of the clay lying beneath the surface of the river bed at that time.

I believe you will note in my letter of December 8, 1959, that I referred to a disallowance of the seal concrete. My clients have also mentioned to me that when they were working on bent 6 of said Sandy River Bridge they, at that time, requested from the Resident Engineer authority to pour seal concrete in that said bent, and also requested that an extra allowance by allowed in connection therewith. However, the Resident Engineer informed my clients that no allowance could be made.

The situation arising in regard to bent 6 was at the time of excavating the footing below and it was found necessary at that time that seal concrete should be poured in accordance with the general practice of construction of said bents. In view of the fact that the Resident Engineer said he would not allow any extra seal concrete for that purpose, it became necessary for my clients to drive the said pilings deeper than would have been necessary if seal concrete could have been used.

I don't believe it is necessary for me to repeat my original observation and opinion in regard to my letter of December 8, 1959. I would like to say in passing, in view of Mr. Ivan Merchant's letter of November 28, 1958, he referred to Section 1.93 of the general specifications. However, I think that section does not apply in view of the language mentioned in the special provision agreement which was supplied to my clients in connection with this particular contract.

However, I would like to point out, so possibly the State can be considering the situation, that the said general provision referred to by Mr. Merchant does not use any language which would in any way connect it with the language used in the "basis of final payment."

Therefore, I would like to once again make our demand upon the State of Oregon for an additional payment, over and above that which was received in the Final Estimate, in the sum of $3,739.89.

Very truly yours,

James C Maletis

JAMES C. MALETIS, Attorney for
Pacific Concrete Company and Otis P.
Jordan, Jr. and Secretary of Pacific
Concrete Company.

JCM:mb

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DEC 10 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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DEC 10 1959
OREGON
STATE HIGHWAY COMMISSION

COOKINGHAM AND MALETIS
ATTORNEYS AT LAW
604 MEAD BUILDING
PORTLAND 4, OREGON
CAPITOL 8 8491

PRESCOTT W. COOKINGHAM
JAMES C. MALETIS

LEO J. HANLEY 1925-1958

December 8, 1959

State of Oregon
Highway Department
Salem, Oregon

Re: Pacific Concrete Company claim of error or omission in final estimate of Sandy River Bridge - Bridge #6875-A Contract No. 5107

Gentlemen:

In regard to the above mentioned contract, the Contractor, Pacific Concrete Company and Otis P. Jordan, Jr., believe that the amount specified in the Final Estimate and voucher prepared by the Engineer is incorrect and insufficient and I am submitting herewith, in the body of this letter, an itemized statement of our claims which we believe we are entitled to as additional compensation earned under the above contract.

It is my understanding that Mr. Jordan has had a conference with Mr. Ivan D. Merchant of your office on the 26th day of November, 1958, and by letter of November 28, 1958 Mr. Merchant set forth the views of your office concerning the matter which I again raise at this time.

Our claim basically is that according to the above mentioned Contract, it states as Item 8, at page 4, entitled "Schedule of Contract Prices" as follows:

"Item No.	Item and Quantity	Unit Price	Amount
8.	Seal Concrete 227 Cu. Yds. For Thirty-three Dollars Per Cu. Yd.	33.00	7,491.00"

According to your final estimate and payment in accordance therewith, it only allows for 100 Cu. Yds. Therefore, you have, in effect, reduced the amount as to that item number by the sum of $3,861.00. That, in effect, also has reduced the total amount of the contract by like amount or, in other words, the bid price for which we agreed to do this particular contract was accepted by the State, but has been decreased without our consent. Therefore, we are making a claim at this time for the sum of $3,861.00, which we believe we are entitled to by virtue of our total bid price in the amount of $293,337.30 being accepted by the State for the performance of this contract.

This contract has been performed by us to your satisfaction, with allowances for some increases. We believe the State is unjustified in decreasing the total amount of the contract price by pointing to a specific item and quantity and stating that the quantity in fact not having been used or required and decreasing the total contract price accordingly.

Our understanding in connection with this matter is that this contract was on a lump sum basis. That is to say, irrespective of our various unit prices as per any given item is not the controling factor in the contract, but that the total contract price or lump sum total is the controling factor and that both ourselves as well as the State are governed by that price alone.

It is further our understanding that all quantities are approximations and the actual amount of quantities used is immaterial as to to items which would not materially alter and change the contract in and of itself. Therefore, let's assume that an additional 100 Cu. Yds. of seal concrete was necessary in order to accomplish the job; I believe it would by your position and I believe such position has been taken against us in the passed, that we would not be entitled to any additional compensation.

I am sure you will agree the seal concrete is only an aid in the acutal construction of the bridge and is not an integral part thereof.

Further more, the above mentioned contract reads under the provision "Basis of Final Payment"; "Final payment will be made on the basis of the quanities listed in the schedule of contract prices and unit prices bid. Unless plan changes alter the quantities of work, these quantities will not be remeasured."

Further along in said contract it reads: "If there have been no changes in the plans, the final pay quantities will be those given in the contract schedule of bid items. If plan changes have been made, then those quanities affected by the plan changes will be increased or decreased as the case may be by the calculated difference in quantities occasioned by the plan change."

I believe your records will show that no such plan changes have been made as provided for and set forth in the above mentioned contract.

Therefore, it is our opinion that we are entitled to an additional payment from the State of Oregon in the sum of $3,861.00 and do hereby make demand upon the State of Oregon for said sum for the reasons above set forth.

This demand is being made by me as attorney for Pacific Concrete Company and Otis P. Jordan, Jr. and as Secretary of Pacific Concrete Company.

I would like to further state, at this time, that I would be glad to talk with any of your representatives in connection with this matter at your convenience. However, please consider this a demand in accordance with the above mentioned contract and that the same is within the ninety days after the final estimate and receipt of vouchers.

Very truly yours,

James C. Maletis

JAMES C. MALETIS,
Attorney for Pacific Concrete
Company and Otis P. Jordan, Jr.
and Secretary of Pacific Concrete
Company.

cc: Mr. Ivan D. Merchant,
Bridge Engineer
and
Pacific Concrete Company
and Otis P. Jordan, Jr.

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OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON
STATE HIGHWAY COMMISSION

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OREGON STATE HIGHWAY DEPARTMENT
(date)

September 30, 1959

I 248(19)
(CONTRACT NO.)

5107
(VOUCHER NO.)

(EST. NO.)
16 Final
(WARRANT NO.)

(CONTRACTOR)
Pacific Concrete Co. & Otis P. Jordan, Jr.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24134	55514	$ 8,771.94	9/28/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 320 workdays from January 30, 1958

Time Extensions: None of record

Completion Date: August 19, 1959

Date Accepted: September 24, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: October 1, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed OCT 1 1959
GRW

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ic

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SEP 18 1959
FOR FILING

September 17, 1959

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco, California

Gentlemen:

State Highway contract #5107 for construction of the Sandy River Bridge on the Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County was completed by the contractor, Pacific Concrete Co., & Otis P. Jordan, Jr., on August 19, 1959, but has not as yet been accepted by the Commission.

Final payment in the amount of $8,771.94 will be released to the contractor after acceptance by the Commission. The total contract amount is $292,035.19, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Amerata & Schram
520 Mead Bldg.,
Portland, Oregon

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5107

July 13, 1959

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco, California

Gentlemen:

It is the intention of the State Highway Commission to release to Pacific Concrete Co., & Otis P. Jordan, Jr., a portion of the funds heretofore retained by the Commission on contract #5107, for the Sandy River Bridge construction on the Sundial-Rooster Rock Section of the Columbia River Highway in Multnomah County.

This payment, in the amount of $13,641.07, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $8,760.72. The present payment will be released on or after July 23, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Company
Amorata & Schram
520 Mead Bldg.,
Portland, Oregon

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FORM E-30X—97,900—2-57—1477

I 248(19)

5107

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1959

SUBJECT: Sandy River Bridge
Contract No. 5107

To:

Mr. W. C. Williams
State Highway Engineer
OFFICE

Pacific Concrete Company and Otis P. Jordan, Jr., contractors on the above project, have completed all work to be done under the contract with the exception of a very small amount of concrete finish on one river pier. This work cannot be completed until such time as high water recedes in the Columbia River which we estimate will be some time the latter part of July or August.

The contractor has requested that the retained percentage held on the contract be reduced from the usual 7½% to 3%. This will release approximately $13,000 of the contractor's funds. Sufficient monies will be retained to insure completion of the incompleted work.

May we have your permission to reduce the retained percentage per the contractor's request.

Ivan D. Merchant
Bridge Engineer

CAG/mm

cc: Mr. Carl Smith-w/att.

Approved original
Ivan D. Merchant

5137

8

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FOR FILING

Monthly Transaction No. 6-88	For (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. I-248(19) 7	**FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
		Project No. I-82-2(4) 15 (I-248(19) - Old)

5137

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Sandy River Bridge at Troutdale (US-30) on the Columbia River Highway.

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	6/5/57	-
Rights-of-Way		
Construction	12/31/57	0.1
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 332,671.00	Federal funds $ 307,100.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Mc Sacy
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Sandy River Bridge (West Bound Lane), Project No. I-82-2(4)15, [I-248(19)-014].

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RSC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Sandy River Bridge (West Bound Lane)
Columbia River Highway
Multnomah County

NATURE OF WORK:

Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5107 Pacific Concrete Co. &
Otis P. Jordan Jr. 1-16-58

DATE OF COMPLETION: 320 Workdays from 1-30-58

REMARKS:

May 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Sandy River Bridge (West Bound), Project No. I-248(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid
Project No. I-248(19)

SANDY RIVER BRIDGE (EAST BOUND LANE) ON
THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1958

Type Code P. E.

Preliminary Engineering	All Required	$	$ 10,000.00

Type Code X031
Sandy River Bridge (Sta. 509+69.01 to Sta. 517+39.61)(East Bound)(Contract No. 5107)

Shoring, Cribbing, Etc.	All Required	$	$ 35,333.00
Structural Excavation	2,035 cu. yds.	1.30	2,645.50
Furnish Steel Piling	720 lin. ft.	4.00	2,880.00
Drive Steel Piles	16 only	67.00	1,072.00
Furnishing Timber Piling	13,160 lin. ft.	0.63	8,290.80
Drive Timber Piles	344 only	33.00	11,352.00
Class "A" Concrete	1,619 cu. yds.	53.00	85,807.00
Seal Concrete	227 cu. yds.	33.00	7,491.00
Metal Reinforcement	241,900 lbs.	0.13	31,447.00
Structural Steel	All Required		96,141.00
Metal Rail	1,554 lin. ft.	7.00	10,878.00
	Subtotal		$293,337.30
	10% Engr. & Cont.		29,333.73
	Total		$322,671.03

Length of Structure . . . 0.146 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Structure	322,671.03	298,100.00	24,571.03
	$332,671.03	$307,100.00	$25,571.03

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-248(19)

SANDY RIVER BRIDGE (WESTBOUND LANE) ON
THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 30, 1957

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 10,000.00

Type Code X031

Sandy River Bridge **(Sta. 509+69.81 to Sta. 517+39.81)(Eastbound)**

Shoring, Cribbing, Etc.	All	Required	$	$ 40,000.00
Structural Excavation	2,035	cu. yds.	9.00	18,315.00
Furnish Steel Piling	720	lin. ft.	5.00	3,600.00
Drive Steel Piles	16	only	60.00	960.00
Furnishing Timber Piling	13,160	lin. ft.	0.70	9,212.00
Drive Timber Piles	344	only	40.00	13,760.00
Class "A" Concrete	1,619	cu. yds.	65.00	105,235.00
Seal Concrete	227	cu. yds.	35.00	7,945.00
Metal Reinforcement	236,500	lbs.	0.125	29,562.50
Structural Steel	All	Required		100,000.00
Metal Rail	1,554	lin. ft.	10.00	15,540.00
	Subtotal			$344,129.50
	10% Engr. & Cont.			34,412.95
		Total		$378,542.45

Length of Structure - - - - 0.146 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Structure	378,542.45	349,700.00	28,842.45
	$388,542.45	$358,700.00	$ 29,842.45

Oregon State Highway Department

Federal Aid
Project No. I-248(19)

SANDY RIVER BRIDGE (WESTBOUND LANE) ON
THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 6, 1958

Type Code P.E.

Preliminary Engineering	All Required	$	$ 10,000.00

Type Code X031
Sandy River Bridge (**Sta. 509+69.81 to Sta. 517+39.81**)(**Eastbound**)

Shoring, Cribbing, Etc.	All Required	$	$ 45,000.00
Structural Excavation	2,035 cu. yds.	10.00	20,350.00
Furnish Steel Piling	720 lin. ft.	5.00	3,600.00
Drive Steel Piles	16 only	65.00	1,040.00
Furnishing Timber Piling	13,160 lin. ft.	0.80	10,528.00
Drive Timber Piles	344 only	45.00	15,480.00
Class "A" Concrete	1,619 cu. yds.	70.00	113,330.00
Seal Concrete	227 cu. yds.	38.00	8,626.00
Metal Reinforcement	236,500 lbs.	0.13	30,745.00
Structural Steel	All Required		110,000.00
Metal Rail	1,554 lin. ft.	11.00	17,094.00
	Subtotal		$375,793.00
	10% Engr. & Cont.		37,579.30
	Total		$413,372.30

Length of Structure - - - - - - - - - -0.146 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Structure	413,372.30	381,000.00	32,372.30
	$423,372.30	$390,000.00	$33,372.30

Oregon State Highway Department

Federal Aid
Project No. I-248(19)

SANDY RIVER BRIDGE (WEST BOUND LANE) ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 14, 1957

Type Code P. E.

Preliminary Engineering	All Required		$ 10,000.00

Type Code X031
Sandy River Bridge (Sta. 509+69.81 to Sta. 517+39.81)
(East Bound)

Shoring, Cribbing, Etc.	All	Required		$ 45,000.00
Structural Excavation	2,035	cu. yds.	$10.00	20,350.00
Furnish Steel Piling	720	lin. ft.	5.00	3,600.00
Drive Steel Piles	16	only	65.00	1,040.00
Furnishing Timber Piling	13,160	lin. ft.	0.80	10,528.00
Drive Timber Piles	344	only	45.00	15,480.00
Class "A" Concrete	1,619	cu. yds.	70.00	113,330.00
Seal Concrete	227	cu. yds.	38.00	8,626.00
Metal Reinforcement	241,900	lbs.	0.13	31,447.00
Structural Steel	All	Required		110,000.00
Metal Rail	1,554	lin. ft.	11.00	17,094.00
		Subtotal		$376,495.00
		10% Engr. & Cont.		37,649.50
		Total		$414,144.50

Length of Structure 0.146 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 10,000.00	$ 9,000.00	$ 1,000.00
Structure	414,144.50	382,000.00	32,144.50
	$424,144.50	$391,000.00	$33,144.50

RECEIVED
FEB 24 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

5107

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Feb. 24, 1958

Pacific Concrete Co.
and Otis P. Jordan, Jr.
P. O. Box 7616
Portland 20, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5107, awarded January 16, 1958, for Sandy River Bridge on the Sundial-Rooster Rock Section of the Columbia River in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 22 1958
FOR FILING
[illegible]
5107

January 20, 1958

Pacific Concrete Company and
Otis P. Jordan, Jr.
P. O. Box 7616
Portland 20, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5107 for construction of a steel girder bridge with reinforced concrete approaches over Sandy River on the Columbia River Highway in Multnomah County.

This award was based on your bid of $293,337.30 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

F-300(13) South Yamhill River Br. & 1958
Wallace Br. O'Xing Structures
#5108 on Salmon River Hwy.

A

RECEIVED
AUG [illegible]
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

8/20/59

(CONTRACT NO.) F-3[illegible]	(EST. NO.)	(CONTRACTOR)	
5108	16 P.F.	Hamilton & Thoma, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20223	24328	$ 490.00	8/18/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapiewske
ACCOUNTING DIVISION

Specified completion date: **200 workdays from January 30, 1958**

Time Extensions: **None of record**

Completion Date: **April 14, 1959**

Date Accepted: **May 28, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **August 20, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: AUG 21 1959

J.C.

[illegible]

5/21/59

Jmc

RECEIVED
AUG 11 1959
FOR FILING

F-200 [illegible]

5108

August 10, 1959

Seaboard Surety Company
Hansen & Rowland, Inc.,
1300 Puget Sound Bank Bldg.,
Tacoma, Washington

Gentlemen:

You are hereby notified that a post-final payment will be made to Hamilton & Thoma, Inc., on contract #5108, for the South Yamhill River Bridge and Wallace Bridge Overcrossing on the Valley Jct.-Sheridan Section of the Salmon River Highway in Polk County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $293,106.80, including the post-final payment of $490.00. Of the total, $757.02 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Seaboard Surety Company
75 Maiden Lane
New York 38
N. Y.

RECEIVED
JUN 11 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

June 5, 1959

F-380(13)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5108	15 Final	Hamilton & Thoms, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13081	H246338	$26,031.31	6/5/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chyzewske
ACCOUNTING DIVISION

Specified completion date:	200 workdays from January 30, 1958
Time Extensions:	None of record
Completion Date:	April 14, 1959
Date Accepted:	May 28, 1959
Penalties:	None of record
Claims:	None of record
Remarks:	

Date: June 9, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed:

JUN - 9 1959
gc

NOTED ON CARD
ic

RECEIVED
MAY 29 1959

FOR FILING
F300 (13)

5108

May 27, 1959

Seaboard Surety Company
Hansen & Rowland, Inc.,
1300 Puget Sound Bank Bldg.,
Tacoma, Washington

Gentlemen:

State Highway contract #5108 for work performed on the Valley Junction-Sheridan Section of the Salmon River Highway in Polk County was completed by the contractor, Hamilton & Thoma, Inc., on April 14, 1959, but has not as yet been accepted by the Commission.

Final payment in the amount of $26,031.31 will be released to the contractor after acceptance by the Commission. The total contract amount is $292,616.80, of which amount $757.02 represents force account items.

The State is not aware of any unpaid claims for labor or materials, and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Seaboard Surety Company
75 Maiden Lane
New York 38, N. Y.

RECEIVED
FORM E-123
FEB 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

F-200121

5108

Feb. 10, 1958

Hamilton & Thoma, Inc.
Box 726
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5108, awarded Jan. 16, 1958, for South Yamhill River Bridge and Overcrossing at Wallace Bridge on the Valley Junction-Sheridan Section of the Salmon River Highway in Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 22 1958
FOR FILING

[illegible]

5108

January 20, 1958

Hamilton & Thoms, Inc.
Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, awarded to you State Highway Contract No. 5108 for the South Yamhill River Bridge and Wallace Bridge Overcrossing Structures on Salmon River Highway in Polk County, Alternate "B".

This award was based on your bid of $290,247 which was the low bid submitted to the Commission on January 16, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

F-32(5) Third St. S.-S. City Limits 1958
(Lakeview) Sec. (Grad. & Pav.)
#5109

C4A
1934
1-23-1956

RECEIVED
JUN 18 1959
FOR FILING

F-32(5)
5109

Salem, Oregon
June 18, 1959

Contract No. 5109

Mr. Dean Swift
Division Engineer
Bend, Oregon

Will you please contact the City of Lakeview regarding the amount expended by the City in the relocating of utilities in connection with the South Third Street-South City Limits Project (Contract No. 5109), which was completed last September.

As you know, the City of Lakeview will cooperate 25% of the total cost of this project. According to the agreement, included in the total cost is to be the amount spent by the City of Lakeview in connection with moving utilities.

We have the City's deposit, amounting to $14,950, but we are unable to make the final settlement without knowing the exact amount spent by them in connection with relocating the said utilities.

You have in your office a copy of the agreement with the City of Lakeview. Would you kindly glance through it and then have the City of Lakeview present us with an invoice so that we can pay the account and make the final settlement.

R. L. Porter
Office Engineer

JAH:mfh

By

James A. Hardie
Assistant Office Engineer

RECEIVED
MAR - 5 1959
FOR FILING

F-22(5)

[illegible]

Mar. 4, 1959

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5109, for grading and paving on the 3rd St. S.-S. City Limits (Lakeview) Section of the Fremont Highway in Lake County was completed by the contractor, Russell Olson Construction Co., Inc., on Sept. 20, 1958, and was formally accepted by the Highway Commission on Jan. 22, 1958.

Final payment in the amount of $1,629.32 will be released to the contractor on or after Mar. 14, 1959. The total contract amount is $51,747.48, of which amount $92.87 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Penland-Williamson Agency
Pendleton
Oregon

NOTED ON CARD

em

A

RECEIVED
FEB [illegible] 1959
~~FOR FILING~~
[illegible]

5109

Feb. 20, 1959

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Russell Olson Construction Co., Inc., in connection with Contract No. 5109, for grading and paving on the Third St. S.-S. City Limits (Lakeview) Section of the Fremont Highway in Lake County.

This payment, in the amount of $2,673.51, will be released to the contractor on or after March 2, 1959. The retained percentage is $1,550.05.

The State is not aware of any unpaid claims for labor or materials, and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Penland-Williamson Agency
Pendleton
Oregon

NOTED ON CARD
em

Form E-1-

F-32(5)
5109

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 7, 1959

Section 3rd. St. S.-S. City Limits (Lakeview)

Kind of work Grading and Paving

Highway Fremont County Lake

Section prefix 19-1028

Contractor Russell Olson Construction Co., Inc.

Contract number 5109

Date of contract January 22, 1958

Specified work days 70

Date work started June 23, 1958

Work days used 71

Project authorization $59,861.25

Exclusive of engineering $55,604.45

Per cent of time elapsed 101.4 %

Estimated cost of completed project, exclusive of engineering $51,761.08

Estimated per cent overrun or underrun Underrun 6.9 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $4,256.80

Engineering cost to date $5,732.24, 134.7 %

Date project was completed September 20, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work performed on this project this week.

Semi-final Estimate submitted to the Division Office Wednesday of this week.

(FINAL REPORT)

Noted
N. Juv

CONSTRUCTION DIVISION
RECEIVED
FEB - 9 1959
NOTED ☒ ☒ ☐ ☐ ☒
CE ACE ACE COE

NOTED
C. E. PAULSEN

Signed H. Reid Merritt

Address P.O. Box 1090, Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.48	0.48			0.48
Miles partially completed	0.48	0.48			0.48
Miles completed	0.48	0.48			0.48
Total estimated quantities (contract)	3300 Cu.Yds.	3100 Cu.Yds.			2000 Tons
Total quantities corrected to date	2879.9 Cu.Yds.	2669 Cu.Yds.			2015.66 Tons
Estimated quantities moved or placed to date	2879.9 Cu.Yds.	2669 Cu.Yds.			2015.66 Tons
Average daily quantities	0 Cu.Yds.	0 Cu.Yds.			0 Tons
Average daily quantities necessary to complete project on time	0 Cu.Yds.	0 Cu.Yds.			0 Tons
Number shifts per day	0	0			0
Hours per shift	0	0			0
Average force on project for week	0	0			0

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear Cool		
Monday	Clear Cool		
Tuesday	Clear Cool		
Wednesday	Clear Cool		
Thursday	Partly Cloudy Cool		
Friday	Clear Cool		
Saturday			

RECEIVED
OCT 27 1958
FOR FILING

F 32(5)
5109

A

October 23, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State's share of flagging costs on the 3rd Street-South City Limits (Lakeview) Section of the Fremont Highway in Lake County, Contract No. 5109, in connection with Federal Aid Project No. F-32(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

RECEIVED
SEP 30 1958
FOR FILING

F-32(5)

5109

September 29, 1958

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 20, 1958, on Contract No. 5109, 3rd St. S.-S. City Limits (Lakeview) Section, in Lake County, in connection with Federal Aid Project No. F-32(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence O. Swenson

DBP:cr

RECEIVED
JUL 2 - 1958
FOR FILING

F-32(5)

5109

June 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 3, 1958, on Contract No. 5109, 3rd Street-S. City Limits (Lakeview) Section, in Lake County, in connection with Federal Aid Project No. F-32(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew

Contract 51-09

9

Monthly Transaction No. RECEIVED A-76 1958	For (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. FOR FILING 6	FEDERAL-AID PROJECT AGREEMENT	County Lake
F32(5)		Project No. F-32(5)

5109

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Third Street South to South City Limits of Lakeview (SH-19).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	10/11/57	-
Rights-of-Way		
Construction	12/31/57	0.5
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 59,931.00	Federal funds $ 37,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By M McInnes
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the 3rd Street South - South City Limits (Lakeview) Section, Project No. F-32(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

MC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

3rd Street South - South City Limits (Lakeview) Section
Freemont Highway
Lake County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5109 5109 Russell Olson Constr. Co.,Inc. 1-22-58

DATE OF COMPLETION: 70 workdays from 3-1-58

REMARKS:

May 5, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the 3rd Street South-South City Limits (Lakeview) Section, Project No. F-32(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EMC:bb

Oregon State Highway Department

Federal Aid
Project No. F-32(5)

3RD STREET SOUTH-SOUTH CITY LIMITS (LAKEVIEW)
SECTION OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 1, 1958

Type Code P. E.

Preliminary Engineering	All	Required	$	$ 1,400.00

Type Code 6200
Roadway (Sta. 51+59.00 to Sta. 76+92.92)(Contract No. 5109)

Clearing and Grubbing	All	Required	$	500.00
Drainage Excavation, Unclassified	180	cu. yds.	3.00	540.00
General Excavation, Unclassified	3,300	cu. yds.	1.00	3,300.00
Finishing Roadbed and Slopes	0.48	mile	1,000.00	480.00
8-inch Sewer Pipe	110	lin. ft.	3.00	330.00
12-inch Sewer Pipe	240	lin. ft.	4.00	960.00
Extra for Pipe Under Pavement	40	lin. ft.	2.00	80.00
Concrete Catch Basins	1	only	90.00	90.00
Concrete Inlets	2	only	40.00	80.00
Adjustment of Manholes	2	only	40.00	80.00
Adjustment of Catch Basins	1	only	25.00	25.00
Adjustment of Inlets	1	only	25.00	25.00
Class "A" Concrete	66	cu. yds.	80.00	5,280.00
Metal Reinforcement	9,000	lbs.	0.15	1,350.00
Concrete Curbs	150	cu. yds.	56.00	8,400.00
Coarse Crushed Material in Base	2,600	cu. yds.	3.00	7,800.00
3/4" - 0 Material in Base	500	cu. yds.	3.50	1,750.00
Sprinkling	110	M-gal.	4.00	440.00
Class "B" Asphaltic Concrete	2,000	tons	9.50	19,000.00
Extra for Asphaltic Concrete Driveways	50	only	50.00	2,500.00
				$ 53,010.00
Flagging (57½% of Contractor's Cost)	All	Required		200.00
		Subtotal		$ 53,210.00
		10% Engr. & Cont.		5,321.00
		Total		$ 58,531.00

Length of Roadway . . . . 0.480 Mile
Cost of Roadway per mile. $121,939.58

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,400.00	$ 800.00	$ 600.00
Roadway	58,531.00	36,200.00	22,331.00
	$59,931.00	$37,000.00	$22,931.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-32(5)

3RD STREET SOUTH-SOUTH CITY LIMITS (LAKEVIEW)

SECTION OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 23, 1957

Type Code P.E.

Preliminary Engineering	All	Required		$1,400.00

Type Code 6201
Roadway (Sta. 51+59.00 to Sta. 76+92.92)

Clearing and Grubbing	All	Required		$ 500.00
Drainage Excavation, Unclassified	180	cu. yds.	$3.00	540.00
General Excavation, Unclassified	3,300	cu. yds.	0.80	2,640.00
Finishing Roadbed and Slopes	0.48	mile	1,000.00	480.00
8 Inch Sewer Pipe	110	lin. ft.	2.00	220.00
12 Inch Sewer Pipe	240	lin. ft.	3.00	720.00
Extra for Pipe Under Pavement	40	lin. ft.	3.00	120.00
Concrete Catch Basins	1	only	90.00	90.00
Concrete Inlets	2	only	75.00	150.00
Adjustment of Manholes	2	only	50.00	100.00
Adjustment of Catch Basins	1	only	35.00	35.00
Adjustment of Inlets	1	only	35.00	35.00
Class "A" Concrete	66	cu. yds.	55.00	3,630.00
Metal Reinforcement	9,000	lbs.	0.16	1,440.00
Concrete Curbs	150	cu. yds.	55.00	8,250.00
Coarse Crushed Material in Base	2,600	cu. yds.	3.50	9,100.00
3/4" - 0 Material in Base	500	cu. yds.	3.50	1,750.00
Sprinkling	110	M-gal.	3.00	330.00
Class "B" Asphaltic Concrete	2,000	tons	15.00	30,000.00
Extra for Asphaltic Concrete Driveways	50	only	25.00	1,250.00
				$61,380.00
Flagging (57½% of Contractor's Cost)	All	Required		200.00
	Subtotal			$61,580.00
	10% Engr. & Cont.			6,158.00
	Total			$67,738.00

Length of Roadway 0.480 Mile
Cost of Roadway per Mile $141,120.83

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,400.00	$ 810.00	$ 590.00
Roadway	67,738.00	41,900.00	25,838.00
	$69,138.00	$42,710.00	$26,428.00

Oregon State Highway Department

Federal Aid
Project No. F-32(5)

3RD STREET SOUTH-SOUTH CITY LIMITS (LAKEVIEW)

SECTION OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 23, 1957

Type Code P.E.

Preliminary Engineering	All Required		$1,400.00

Type Code 6201
Roadway (Sta. 51+59.00 to Sta. 76+92.92)

Clearing and Grubbing	All Required		$ 500.00
Drainage Excavation, Unclassified	180 cu. yds.	$3.00	540.00
General Excavation, Unclassified	3,300 cu. yds.	0.80	2,640.00
Finishing Roadbed and Slopes	0.48 mile	1,000.00	480.00
8 Inch Sewer Pipe	110 lin. ft.	2.00	220.00
12 Inch Sewer Pipe	240 lin. ft.	3.00	720.00
Extra for Pipe Under Pavement	40 lin. ft.	3.00	120.00
Concrete Catch Basins	1 only	90.00	90.00
Concrete Inlets	2 only	75.00	150.00
Adjustment of Manholes	2 only	50.00	100.00
Adjustment of Catch Basins	1 only	35.00	35.00
Adjustment of Inlets	1 only	35.00	35.00
Class "A" Concrete	66 cu. yds.	55.00	3,630.00
Metal Reinforcement	9,000 lbs.	0.16	1,440.00
Concrete Curbs	150 cu. yds.	55.00	8,250.00
Coarse Crushed Material in Base	2,600 cu. yds.	3.50	9,100.00
3/4" - 0 Material in Base	500 cu. yds.	3.50	1,750.00
Sprinkling	110 M-gal.	3.00	330.00
Class "B" Asphaltic Concrete	2,000 tons	15.00	30,000.00
Extra for Asphaltic Concrete Driveways	50 only	25.00	1,250.00
			$61,380.00
Flagging (57½% of Contractor's Cost)	All Required		200.00
	Subtotal		$61,580.00
	10% Engr. & Cont.		6,158.00
	Total		$67,738.00

Length of Roadway 0.480 Mile
Cost of Roadway per Mile $141,120.83

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,400.00	$ 810.00	$ 590.00
Roadway	67,738.00	41,900.00	25,838.00
	$69,138.00	$42,710.00	$26,428.00

Oregon State Highway Department

Federal Aid
Project No. F-32(5)

3RD STREET SOUTH-SOUTH CITY LIMITS (LAKEVIEW)

SECTION OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 6, 1958

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 1,400.00

Type Code 6201
Roadway (Sta. 51+59.00 to Sta. 76+92.92)

Clearing and Grubbing	All	Required	$	$ 1,000.00
Drainage Excavation, Unclassified	180	cu. yds.	3.00	540.00
General Excavation, Unclassified	3,300	cu. yds.	1.00	3,300.00
Finishing Roadbed and Slopes	0.48	mile	1,000.00	480.00
8-inch Sewer Pipe	110	lin. ft.	2.00	220.00
12-inch Sewer Pipe	240	lin. ft.	3.00	720.00
Extra for Pipe Under Pavement	40	lin. ft.	3.00	120.00
Concrete Catch Basins	1	only	90.00	90.00
Concrete Inlets	2	only	75.00	150.00
Adjustment of Manholes	2	only	50.00	100.00
Adjustment of Catch Basins	1	only	35.00	35.00
Adjustment of Inlets	1	only	35.00	35.00
Class "A" Concrete	66	cu. yds.	65.00	4,290.00
Metal Reinforcement	9,000	lbs.	0.16	1,440.00
Concrete Curbs	150	cu. yds.	65.00	9,750.00
Coarse Crushed Material in Base	2,600	cu. yds.	3.75	9,750.00
3/4" - 0 Material in Base	500	cu. yds.	3.75	1,875.00
Sprinkling	110	M-gals.	3.00	330.00
Class "B" Asphaltic Concrete	2,000	tons	16.00	32,000.00
Extra for Asphaltic Concrete Driveways	50	only	25.00	1,250.00
				$ 67,475.00
Flagging (57½% of Contractor's Cost)	All	Required		200.00
	Subtotal			$ 67,675.00
	10% Engr. & Cont.			6,767.50
			Total	$ 74,442.50

Length of Roadway - - - - - - - - - 0.480 Mile
Cost of Roadway Per Mile- - - - - $155,088.54

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,400.00	$ 800.00	$ 600.00
Roadway	74,442.50	46,100.00	28,342.50
	$75,842.50	$46,900.00	$28,942.50

RECEIVED
FEB 17 1958
FOR FILING

F-32(5)

5109

February 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

For your files, we are sending herewith a conformed copy of our agreement with the City of Lakeview concerning the 3rd Street South-South City Limits (Lakeview) Project, Federal-aid Project F-32(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

Encl.

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1958

SUBJECT: City of Lakeview
3rd Street South-South City Limits
Cooperative agreement

To Mr. S. H. Probert
OFFICE

Attached is a conformed copy of the subject agreement. This agreement provides that the total actual cost of the project shall be shared on the basis of 75% of the cost to be paid by the State and 25% of the cost to be paid by the City. The "total actual cost" of the project includes the moving of all utilities required to be removed.

This copy of the agreement is for your transmittal to the Bureau of Public Roads.

C. G. Swenson
C. G. Swenson
Engineer, County and City Relations

CGS:mm
Att.

RECEIVED
FEB 10 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

F-32(3)

5107

Feb. 10, 1958

Russell Olson Construction Co., Inc.
144 S. E. First St.
Pendleton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5109, awarded Jan. 22, 1958, for grading and paving on the 3rd St. S.-S. City Limits (Lakeview) Section of the Fremont Highway in Lake County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
JAN 2[illegible] 1958
FOR FILING

[illegible]

5119

Salem, Oregon
January 23, 1958

MISC. CONTRACTS and
AGREEMENTS No. 1934

Cooperative Construction Agreement
Third Street-South City Limits
Lakeview

Mr. C. G. Swenson
Engineer, City & County Relations Dept.
Office

359

Attention: Mr. John D. Graham
Office Engr., County & City Relations

We have sent you five photo copies of the signature page and one unexecuted copy of an agreement with the City of Lakeview covering construction on Third Street-South City Limits on the Fremont Highway in the City of Lakeview.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Lakeview, Oregon.

Secretary

rn

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1958

SUBJECT: Cooperative Construction Agreement
Third Street-South City Limits
Lakeview

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject named agreement. Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission for signature. Both copies need your signature of approval.

This completes Assignments Nos. 359 and 364.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

PS: This project was approved October 31, 1957.

JDG

AUTHORIZED BY HIGHWAY COMMISSION
DATE 10-31-57 Minute Page 32
Lloyd Query
Ass't Secretary

FORM 230—80M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
December 26, 1957

SUBJECT: Agreement, State-City of Lakeview Relocation of a portion of Fremont Highway, Oregon Primary Highway No. 19 in City limits

To: Mr. G. S. Paxson
Assistant State Highway Engineer

Office

L

PLEASE RETURN TO
G. S. PAXSON

Herewith please find 12 copies of the above mentioned agreement.

L I Lindas

LEONARD I. LINDAS
Chief Counsel

ma

enc.

12/27/57
Mr. Graham has the two approved copies of this agreement
Pauline

RECEIVED
DEC 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 830—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1957

SUBJECT: Cooperative Construction Agreement
3rd Street-S. City Limits (Lakeview)
Fremont Highway No. 19
City of Lakeview

To: Mr. G. S. Paxson
Ass't. State Highway Engineer
Office

Attached hereto are six copies of an agreement for the above-named project in answer to your request dated December 4, 1957.

GLEN V. SORENSEN
Staff Attorney

GVS:bk
Attach.

RECEIVED
DEC 19 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 24 1958
FOR FILING
F-32(5)
747

January 23, 1958

Leslie C. Pardue, City Recorder
City Hall
Lakeview, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Lakeview a fully executed copy of an agreement between the State Highway Commission and the City of Lakeview covering construction on Third Street–South City Limits on the Fremont Highway in the City of Lakeview.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
FEB 5 - 1958
FOR FILING

[illegible]

5109

January 22, 1958

Russell Olson Construction Co., Inc.
144 Southeast First
Pendleton, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958 accepted your proposal for grading and paving on the Third St. S. S. City Limits (Lakeview) Section of the Fremont Highway in Lake County for the sum of $53,010.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5109.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

STIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 22, 1958

Russell Olson Construction Co., Inc.
144 S.E. First
Pendleton, Oregon

Dear Mr. Olson:

Contract for grading, paving Third St. S.-S. City Limits Section of Fremont Highway, Lake County, for which you submitted low bid on January 16, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG;llc
cc: Accounting (5003-900)
Files ✓
C. W. Head

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED FOR FILING
F-32(5)

08-355109

January 22, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-32(5), Third Street South-South City Limits (Lakeview) Section of the Fremont Highway, we hereby concur as of this date in award of contract No. 5109 to Russell Olson Construction Company, Inc. of Pendleton, Oregon, low bidder in the amount of $53,010.00 at the January 16, 1958 bid opening.

Very truly yours,

C G Polk
C. G. POLK
Division Engineer

RECEIVED
FOR FILING

FORM [illegible]—1477

F-22(5)

2107

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1958

SUBJECT: Advance Deposit,
City of Lakeview

To: Mr. S. H. Probert
OFFICE

We have received this date an advance deposit from the city of Lakeview in the amount of $14,950. This sum represents the city's share in the total estimated cost for constructing the 3rd Street South-South City Limits Section of the Fremont Highway.

This project is now clear for award of a contract.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm

cc: G. S. Paxson

NOTED

RECEIVED
JAN 22 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 23 1958
FOR FILING

F 32(5)

5109

January 22, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Third Street South-South City Limits (Lakeview) Section of the Fremont Highway in Lake County, Project F-32(5), to the Russell Olsen Construction Co., Inc., of Pendleton, Oregon, on the basis of the bid of $53,010.00 submitted on January 16, 1958.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:ia

RECEIVED
[illegible]
File
FOR FILING
OREGON DISTRICT
F-32(5)
5107

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

December 31, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-32(5), Third Street South-South City Limits (Lakeview) Section of the Fremont Highway in Lake County. This is to authorize your advertising for bids.

Concurrence in award of the contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

CGPolk
C. G. POLK
Division Engineer

RECEIVED
JAN 2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 11 1957
FOR FILING

Cross Referenced To:
Const
R/W
Fremont Hwy

Lakeview

Salem, Oregon
[illegible]
December 4, 1957

Mr. Leonard I. Lindas
OFFICE

Cooperative Construction Agreement:
3rd Street-S. City Limits (Lakeview)
Fremont Highway No. 19
City of Lakeview

The State Highway Commission plans to call for bids on the subject named project at its ~~October 3, November 1~~ January 16, 1958 meeting. It is requested that an agreement be prepared covering the following points:

RECITALS: Standard paragraphs.

THINGS TO BE DONE BY STATE

1. State shall prepare all plans, obtain all necessary right-of-way by purchase or otherwise, let and award all contracts, and supervise the construction of said project. Attached hereto and marked Exhibit "A" and by this reference made a part hereof are four sheets of paper setting forth the location and plans of said project.

2. State shall, without cost to City, relocate or reconstruct, or cause to be relocated or reconstructed, all PRIVATELY OWNED utility conduits, lines, poles, mains, pipes, and other facilities which are located on PRIVATE PROPERTY and which it will be necessary to relocate or reconstruct to conform to the proposed plans for the project.

3. State shall pay to City the actual cost incurred by City in moving, or causing to be moved, the CITY OWNED water and sewer lines, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities that have to be relocated or reconstructed because of this project, whether said City owned property is located on PUBLIC OR PRIVATE PROPERTY. Included in the cost to be paid to City will be the cost of any additional pipe or conduits that the relocation or reconstruction make necessary, but State shall not pay the City the cost of replacing any existing water or sewer pipes, mains, or conduits, or any meters, hydrants, or valves.

THINGS TO BE DONE BY CITY

1. City, by execution of this agreement, approves the plans attached hereto, marked Exhibit "A," and the provisions set forth under THINGS TO BE DONE BY STATE.

2. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all CITY OWNED water, sewer, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project. City will be reimbursed by State as set forth in paragraph three under THINGS TO BE DONE BY STATE.

3. City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all PRIVATELY OWNED water and sewer lines, gas, electric, telephone, telegraph, and other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature which are located within any PUBLIC STREET OR WAY within the city limits, and which are required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project. To this end City shall exercise all its municipal powers, including its legislative power, to require the relocation or reconstruction of such facilities.

4. City, before award of a contract, shall deposit with State an amount equal to 25% of the estimated total cost of the project based on the low bid. The estimated total cost of the project as that term is used herein means the total sum of all bid items as contained in the low acceptable bid, plus additional anticipated items, plus 12-1/2% of said bid and additional anticipated costs for engineering and contingencies.

5. City, by execution of this agreement, does hereby give its consent as required by ORS 373.030(2) to any and all changes of grade, if any there be, in connection with or arising out of the proposed project. City shall save and hold harmless the State of Oregon, the State Highway Commission, the members thereof, its officers, employees, agents, and contractors from any and all claims, causes of action, damages, or costs arising out of any change of grade which may be occasioned by the carrying out of this project, and from any claims, causes of action, damages, or costs predicated upon ORS 373.040. All of the obligations of City under this paragraph are limited to territory within the city limits.

6. City shall adopt an ordinance or resolution, as the case may be, authorizing the mayor and recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.

7. City shall enact and enforce, or keep in effect and enforce, the necessary ordinance or resolution permitting parallel parking only on both sides of Main Street (Fremont Highway) within the limits of the project.

8. If, upon completion of said project by State, the construction of additional sidewalks or reconstruction of existing sidewalks

becomes necessary, the construction of said sidewalks shall be the obligation of City.

SPECIAL PROVISIONS

1. It is expressly provided that City retains jurisdiction and control over those portions of the right-of-way, including sidewalks, outside of the curb line of the streets affected by this agreement where curbs and sidewalks are in place, and that those portions of said streets outside the curb lines shall be maintained by City.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of the exhibit will be furnished by the County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson

RECEIVED
NOV 22 1957
FOR FILING

[illegible]

[illegible] 2107

10/31/57

Cross Referenced To:
Const 4a
P.E.
Fremont Hy.

November 14, 1957

Hon. H. M. Goodnough, Mayor
City of Lakeview
City Hall
Lakeview, Oregon

Dear Mayor Goodnough:

The State Highway Commission at its meeting on October 31, 1957 had under discussion the request of the City of Lakeview for the resurfacing and widening of a six block section of US395 between Third and Ninth Streets, which work is estimated to cost approximately $70,000.

In its consideration of this matter the Commission was advised that the City is willing to cooperate by paying 25% of the cost involved up to a limit of $21,000 as mentioned in your letter of October 4, 1957, directed to the County and City Relations Division. You will be pleased to know that the Commission authorized the Engineer to proceed with the improvement this year if possible on the basis of such offer of cooperation.

I thought you would like to have the information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

RECEIVED
OCT 14 1957
FOR FILING

Cross Referenced To:
Const
P.D.
Fremont Hwy

October 14, 1957

Oregon State Highway Commission

Gentlemen:

On March 1 of this year a delegation from the city of Lakeview appeared before you and requested the resurfacing and widening of a six-block section of US395 between Third and Ninth Streets, Ninth Street being the south city limits of Lakeview. The estimate of cost on this project was given at that time at $60,000. We have now made a more detailed study and the project is estimated to cost approximately $80,000.

At the appearance of this delegation you advised, "that consideration will be given this project in the formulation of the 1958 construction budget and if money can be found to finance the work, the project will go forward on the condition that the City contribute 25 per cent of the cost involved, or approximately $15,000."

We are now advised by the City of Lakeview that they will agree to contribute 25 per cent of the cost of the project up to a limit of $20,000. This project is on the tentative budget now before you and, in view of the City's offer of cooperation, I recommend that it be one of the projects authorized.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. G. Swenson
Mr. C. H. Maison

GSP:gm fn

October 4, 1957

Counties & Cities Relation Division
State Highway Department
Salem, Oregon

ATTN: C. G. Swenson

Dear Mr. Swenson,

In confirmation to the phone call I had with you October 2nd concerning the completion of Highway 395 from Third Street South to the city limits.

I have contacted the City Council and have been authorized to commit the city for 25% of the job up to $21,000.00 as per your request.

Sincerely,

L. M. GOODRICH
Mayor

LMG:lem

[illegible]

RECEIVED
JUL 12 1957
FOR FILING

F-32 ([illegible])

5109

6/27/57
3-[illegible]

Cross Referenced To:
[illegible]
[illegible]
Fremont Hwy

July 8, 1957

Mrs. Lyda C. Hiltz
Town Recorder
City Hall
Lakeview, Oregon

Dear Mr. Hiltz:

Reference is made to your letter of April 12, 1957 in which you advise the Highway Commission that the City Council of Lakeview had accepted the Commission's proposal for the completion of Highway 395 south in Lakeview. This proposal was presented to the Mayor of the City of Lakeview, Hon. Howard Goodnough, and your City Attorney, Mr. Robert Welch, at the meeting of the Highway Commission held on March 1, 1957 when they requested continuation of the improvement of the route of the Fremont Highway between Third Street and the south city limits.

Your letter was brought to the attention of the members of the Highway Commission at their meeting on June 27, 1957. The Engineer estimated at that time that the improvement as requested would cost about $60,000, including construction of curbs and gutters, and the widening of the pavement of full street length between curbs. The Engineer recommended approval of the project for construction in 1958, on the condition that the City will pay 25% of the cost involved, and provided the U.S. Bureau of Public Roads will approve the job as a primary federal-aid project, and if funds are available to finance the work.

The Commission adopted the recommendation, it being understood that the City contribution shall be either in cash, or by the construction of curbs and other items in lieu of cash.

Will you kindly convey this information to Mayor Goodnough and the City Council.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ejd

RECEIVED
JUN 21 1957
FOR FILING

June 21, 1957

Oregon State Highway Commission

Gentlemen:

On March 1, 1957, a delegation from Lakeview appeared before the Highway Commission requesting continuation of the improvement of the route of the Fremont Highway from Third Street southerly to the city limits, the improvement to consist of construction of curbs and gutters and widening of the pavement to a full-street section. This would be a continuation of the project constructed by the Highway Commission a few years ago northerly from Third Street in Lakeview. The cost is estimated at $60,000.

It is my recommendation that we program this work for construction in the 1958 season and that the project be financed as a primary federal-aid job if concurrence of the Bureau of Public Roads can be secured. The City of Lakeview has notified us that it will participate to the extent of 25 per cent of the cost. This participation will be either in cash or by the construction of curbs or other items in lieu of cash.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison

FC:me fn

RECEIVED
JUN 2[illegible] 1957
FOR FILING

FORM E-90X—87,000—3-57—1477

F-32(5)

5109

Lakeview.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19th, 1957

SUBJECT:

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

L

We are in receipt of the survey for the extension of the street section of the Fremont Highway in the southerly part of Lakevies.

I have discussed this with Mr. Cooper and it is his wish that this be placed in the 1958 construction program.

Tom Edwards
R.

Tom Edwards
Construction Engineer

TE:AR

cc to: Ferrest Cooper
E. A. Collier

NOTED
FORREST COOPER

RECEIVED
[illegible] 1957
OFFICE OF
[illegible] ENGINEER

Agmt pending

3f

April 17, 1957

Lyda C. Hilts
Town Recorder
Town of Lakeview
Lakeview, Oregon

Dear Madam:

I wish to acknowledge and thank you for your letter of April 12, 1957 in which you advise that the Lakeview City Council at a special meeting on April 11, 1957 accepted the State Highway Commission's proposal for the completion of Highway 395 in Lakeview.

Your letter will be brought to the attention of the members of the Commission and the State Highway Engineer.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMM.

E.BG:jmc

cc: Commissioners
W. C. Williams

TOWN OF LAKEVIEW
City Hall - Lakeview, Oregon

April 12, 1957

State Highway Department
Salem, Oregon

ATTN: H. B. Glaisyer

At a special meeting April 11, 1957, the City Council of Lakeview accepted the State Highway Commission's proposal for the completion of Highway 395 south in Lakeview.

Sincerely,

Lyda C. Hiltz
LYDA C. HILTZ
Town Recorder

Copy (photo) for W. C. Williams 4-15-57

RECEIVED
APR 15 1957
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

NOTED
H. B. GLAISYER

FORM E30—20M—6-50—86654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1957

SUBJECT: Curbs
Main Street-Lakeview

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

In reply to your letter of April 3, 1957 relative to the above subject, I would report that the cost of curbs on Main Street between Third and Ninth Streets is $13,000.

Tom Edwards
Construction Engineer
By D. J. Barbee
D. J. Barbee
Ass't Construction Engineer

DJB:jc

RECEIVED
APR 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
April 3, 1957

Main Street - Lakeview

Mr. Tom Edwards
Construction Engineer

Will you please immediately furnish me with the cost of placing the curbs on the Main Street project in Lakeview. I refer to the matter which was the subject of your letter to me dated February 25, 1957. The City proposes to build the curbs as a possible offset of its 25 per cent contribution.

Forrest Cooper
Deputy State Highway Engineer

FC:me

R

Cross Referenced To:
Const
R/W
Fremont Hwy

STATE HIGHWAY COMMISSION MEETING

Delegation Citizens from Lakeview re further improvement and completion of Hwy. 395 thru city of Lakeview

Lakeview

Date March 1, 1957

Time 2:00 p.m.

Name	City or Town	Capacity
Howard Goodnough (spokesman)	Lakeview	Mayor
Robert Welch	"	City Attorney

NOTED
H. B. GLAISYER

RECEIVED
FEB 23 1957

FOR FILING

F 32(5)

Lakeview

Cross Referenced To:
Const
R/w
Fremont Hwy

Salem, Oregon
February 25, 1957

Delegation from Lakeview -
Commission meeting March 1

Mr. Tom Edwards
Construction Engineer

A few years ago the Highway Commission had a project in Lakeview on Main Street, the route of the Fremont Highway, which consisted of some curb and pavement widening, which, I believe, ended somewhere in the vicinity of Third Street. A delegation is now appearing before the Highway Commission on March 1, presumably to request continuation of the project southerly to the city limits.

Will you please review this matter and give me information as to what was done under the previous contract and what it would cost at the present time to continue the project to the south city limits.

Forrest Cooper
Deputy State Highway Engineer

FC:me

REFERRED TO
Cooper
By State Highway Engineer

This work is to be included in 1958 Const. Budget.

2:00 p.m.
delegation

FORM 230—50M—9-56—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 25th, 1957

SUBJECT: Main Street - Lakeview

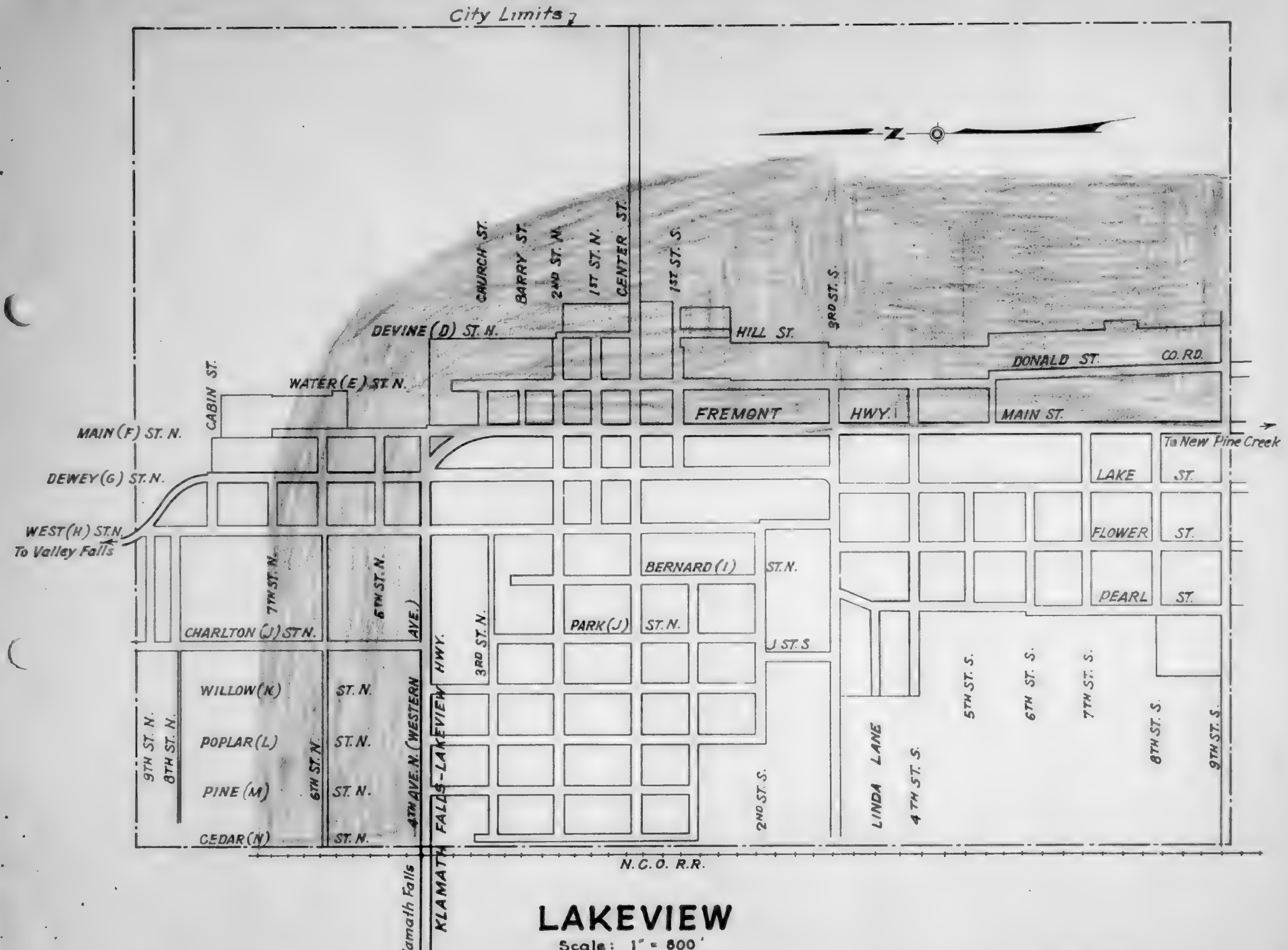
To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Reply is made to your request concerning cost of improving the Main Street route of the Fremont Highway in Lakeview from the end of the present widening to the city limits.

I attach hereto a city layout map showing in red the project done in 1953-54 and in green the proposed project. A swivelchair estimate has been made indicating the cost to be $60,000. Details are shown on the back of the print.

Tom Edwards
Construction Engineer

TE:AR
Enc.


City Limits
N
CHURCH ST.
BARRY ST.
2ND ST. N.
1ST ST. N.
CENTER ST.
1ST ST. S.
3RD ST. S.
DEVINE (D) ST. N.
HILL ST.
WATER (E) ST. N.
DONALD ST.
CO. RD.
CABIN ST.
FREMONT
HWY.
MAIN ST.
MAIN (F) ST. N.
To New Pine Creek
DEWEY (G) ST. N.
LAKE ST.
WEST (H) ST. N.
To Valley Falls
FLOWER ST.
7TH ST. N.
6TH ST. N.
BERNARD (I) ST. N.
PEARL ST.
PARK (J) ST. N.
CHARLTON (J) ST. N.
AVE.)
3RD ST. N.
J ST. S.
WILLOW (K) ST. N.
5TH ST. S.
6TH ST. S.
7TH ST. S.
HWY.
8TH ST. S.
9TH ST. S.
POPLAR (L) ST. N.
9TH ST. N.
8TH ST. N.
2ND ST. S.
LINDA LANE
4TH ST. S.
PINE (M) ST. N.
6TH ST. N.
4TH AVE. N. (WESTERN
KLAMATH FALLS-LAKEVIEW
CEDAR (N) ST. N.
N. C. O. R. R.
To Klamath Falls

LAKEVIEW

Scale: 1" = 800'

Rev. 8-19-49
Drawn By A. Rose

R

RECEIVED
JUN 22 1956
FOR FILING

F-32 (5)

5109

June 19, 1956

Mr. Forrest E. Cooper
Attorney at Law
420 Snider Building
Lakeview, Oregon

Dear Mr. Cooper:

In your last visit with Mr. Baldock you requested that you be furnished an estimate of cost for continuing the improvement on US395 from Third Street in Lakeview to the south city limits.

The estimate of cost for the improvement of this street with curbs and storm sewers, with a width of 44 feet between curbs, is $106,000. For your information I attach hereto a map on which are indicated the limits of the improvement, together with the cost estimate.

As Mr. Baldock discussed with you, the Commission's policy is now pretty well established, in that, where the widening is more for the benefit of adjacent property owners than it is for through traffic, the city pay 25 per cent of the cost of the improvement, and priority is given to those projects wherein city cooperation is offered. In this instance, 25 per cent of the estimated cost would be $26,500. Should the City be interested in cooperating to such an extent we would be most pleased to present this matter to the Highway Commission for its further consideration.

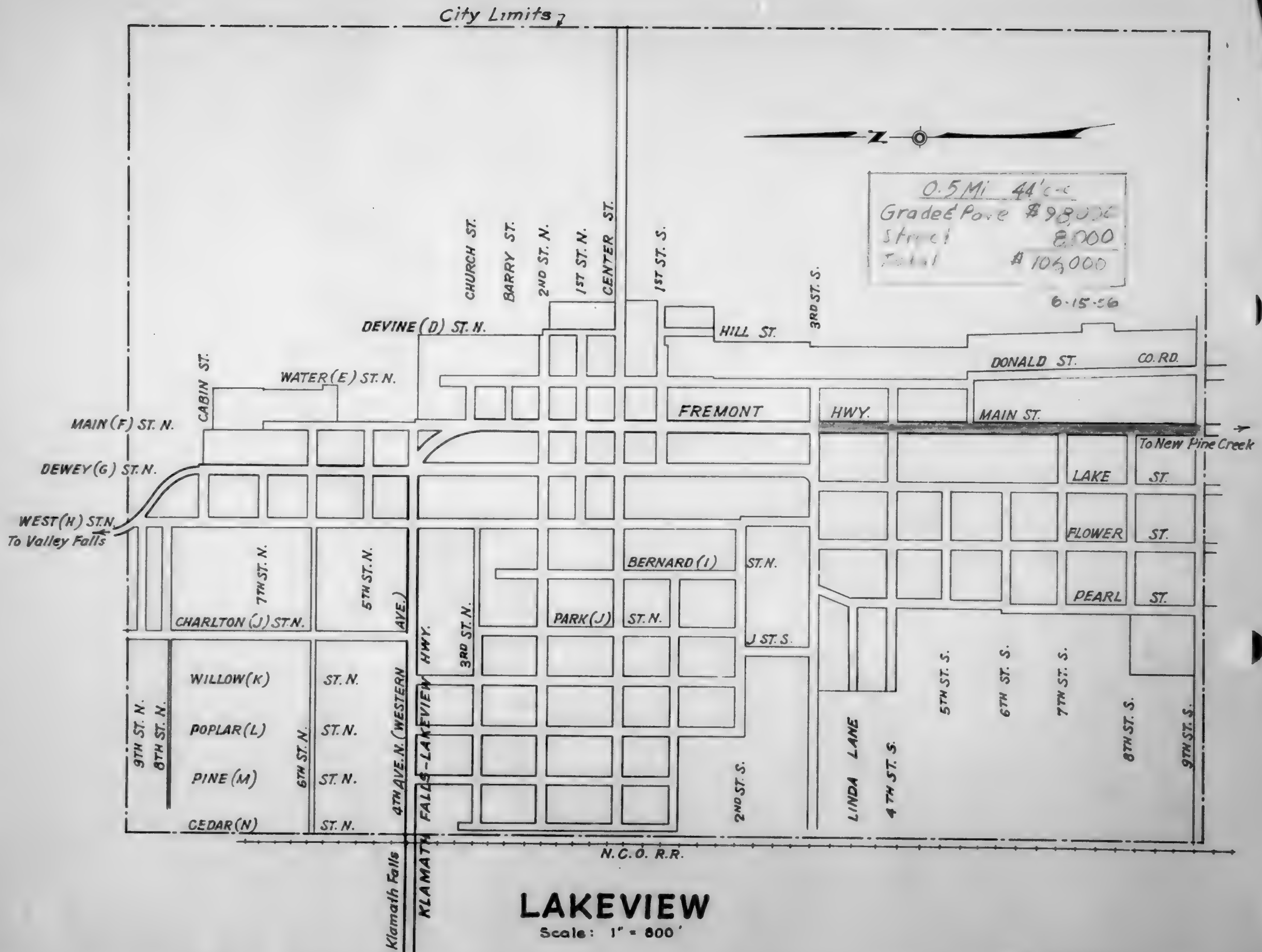
Very truly yours,

W. C. Williams
Deputy State Highway Engineer

WCW:me

Encl.

cc Mr. R. H. Baldock


City Limits
N
CHURCH ST.
BARRY ST.
2ND ST. N.
1ST ST. N.
CENTER ST.
1ST ST. S.
3RD ST. S.
DEVINE (D) ST. N.
HILL ST.
DONALD ST.
CO. RD.
WATER (E) ST. N.
CABIN ST.
FREMONT
HWY.
MAIN ST.
MAIN (F) ST. N.
To New Pine Creek
DEWEY (G) ST. N.
LAKE ST.
WEST (H) ST. N.
To Valley Falls
FLOWER ST.
BERNARD (I) ST. N.
PEARL ST.
7TH ST. N.
5TH ST. N.
CHARLTON (J) ST. N.
PARK (J) ST. N.
3RD ST. N.
J ST. S.
WILLOW (K) ST. N.
POPLAR (L) ST. N.
PINE (M) ST. N.
CEDAR (N) ST. N.
9TH ST. N.
8TH ST. N.
6TH ST. N.
4TH AVE. N. (WESTERN AVE.)
KLAMATH FALLS-LAKEVIEW HWY.
2ND ST. S.
LINDA LANE
4TH ST. S.
5TH ST. S.
6TH ST. S.
7TH ST. S.
8TH ST. S.
9TH ST. S.
N.C.O. R.R.
To Klamath Falls

0.5 Mi 44' c-c
Graded & Pave $98,000
Street 8,000
Total $106,000
6-15-56

LAKEVIEW

Scale: 1" = 800'

Rev. 8-19-49

NOTED
W. C. WILLIAMS

FORM 230—20M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18th, 1956

SUBJECT: Main Street in Lakeview

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

The cost of improving Main Street in Lakeview from Third to Ninth Street (city limits) is $106,000. This is based on a section 44 feet between curbs with full-width paving.

I am attaching a copy of the estimate.

Forrest Cooper
Forrest Cooper
Construction Engineer

FC:AR
Inc.

RECEIVED
JUN 18 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Fremont Hwy.

OREGON STATE HIGHWAY DEPARTMENT
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

Main St. Lakeview from 3rd St. So. to 9th St. So. (City Limits)

0.5 Mi. June 15, 1956

Widen to 44' curb to curb

9" Base, ½" Leveling, 3½" A.C.P., 1½" Coverage

Item	Unit	Quant	Allow	Total	Price	Amount
Clearing & Grubbing	Lump Sum	-				$ 1,000
General Excavation	C.Y.	2,650	530	3,180	1.25	3975
Drainage Excavation	C.Y.	900	180	1,080	3.00	3,240
8" Sewer Pipe	L.F.	252	48	300	1.25	375
[illegible] Sewer Pipe	L.F.	2,500	500	3,000	2.50	7,500
Concrete [illegible]	Ea.	6	1	7	75.00	525
Concrete [illegible] Inlets	Ea.	6	1	7	50.00	350
Concrete Manholes	Ea.	3	0	3	200.00 ~~150.00~~	600 ~~450~~
Adjust Manholes	Ea.	2	0	2	50.00	100
Extra for Installing Pipe under Pvmt.	L.F.	120	20	140	2.00	280
Concrete Curbs	C.Y.	150	30	180	60.00	10,800
[illegible] Base	Mi.	0.5	—	0.5	1000.00	500
[illegible] Base Rock	C.Y.	2,863	577	3,460	4.00 ~~3.50~~	13,840 ~~12,110~~
¾" Leveling Course	C.Y.	481	99	580	4.00	2,320
Sprinkling	M-Gal.	54	10	100	2.00	200
[illegible] Matl. in Binder	C.Y.	80	16	96	5.00	480
[illegible] in Binder	Ton	13	3	16	75.00	1,200
[illegible] A.C. Pvmt.	Ton	[illegible]	425	2,548	15.00	38,220
[illegible] in Tack Coat	Ton	[illegible]	2	14	75.00	1,050
[illegible] in Seal	C.Y.	50	12	62	6.00	372
					Sub-Total	$ 87,027
					+12½%	10,973
					Total Grade & Pave	$ 98,000
					Structure	8,000
					Total	$ 106,000

I-303(21) Lowell St.-21st Ave. Unit, 1958
Harbor Dr.-Wash. Co. Line
#5110 Sec. (Grading) [redacted]

RECEIVED
APR 27 1962

FOR FILING
I-[illegible] (61)

5110

April 27, 1962

Andrews & Andrews Equipment
Foot Southwest Gibbs Street
Portland 1, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of April 25 stating that Perkins Brothers, sub-contractor, owes you $82.63 for equipment rental.

Your letter stated that this is in reference to the Kuckenberg Construction Company, contract 5110, grading Lowell St.-21st Avenue Unit Harbor Drive-Washington County Line section of the Pacific Highway in Multnomah County. This contract was completed June 28, 1961 and was accepted by the Highway Commission December 15, 1961.

The Glens Falls Insurance Company through Jewett, Barton, Leavy and Kern, Lewis Building, Portland 4, Oregon furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred. The State does not make payment of claims but looks to the prime contractor and surety for such payment.

So that there will be no interpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

NOTED ON CARD
dc

April 27, 1962

Glens Falls Insurance Company
225 Southwest Fourth Avenue
Portland 5, Oregon

Gentlemen:

A claim letter dated April 25, 1962 has been received from Andrews & Andrews Equipment, Portland, advising that Perkins Brothers, sub-contractor, owes them $82.63 for equipment rental.

This appears to be in reference with the Kuckenberg Construction Company, contract 5110, grading Lovell St.-21st Avenue Unit Harbor Drive-Washington County line section of the Pacific Highway in Multnomah County. This claim has been forwarded to the Secretary of State for filing.

Attached is a copy of the claim. We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
Attachment

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Kuckenberg Construction Company
P. O. Box 7407
11104 N. E. Holman
Portland 20, Oregon

Mr. Glenn L. Jackson

Mr. David B. Simpson

Mr. Forrest Cooper

NOTED ON CARD
dc

ANDREWS & ANDREWS EQUIPMENT

CAPITOL 2-4201
FOOT S.W. GIBBS STREET

NIGHT PHONE VANCOUVER OXFORD 3-0842
PORTLAND 1, OREGON

April 25, 1962

Oregon State Highway Commission
State Highway Commission Building
Salem, Oregon

Attention: Mr. Query

Re: Kuckenberg Construction Company
Job #72 - Lowell Street - 21st Avenue
Section of Portland Salem Expressway-
Oregon State Highway Contract #5110

Gentlemen:

Notice is hereby given that the undersigned, Andrews and Andrews Equipment, Foot of S. W. Gibbs Street, Portland, Oregon has a claim for rental of equipment in the total sum of $82.63, which was furnished to Perkins Brothers, a sub-contractor, in connection with work performed under State Contract #5110 (Lowell Street - 21st Avenue Section of the Portland-Salem Expressway) and which debt was incurred by said sub-contractor from November 6, 1959 thru October 17, 1960; and the undersigned does hereby assert its claim against the bond taken from Kuckenberg Construction Company covering the State contract above described.

This notice is given pursuant to 279.528 O.R.S.

Yours very truly,

ANDREWS & ANDREWS EQUIPMENT

W.D. Andrews

BY:
W. D. Andrews,
President

WDA:es
P.S: We are not sure but we believe that Kuckenberg Construction Company may have been a sub-contractor for Roy Houck & Sons' Company.

RECEIVED
APR 26 1962
OREGON

CONTRACTORS EQUIPMENT - SALES - RENTALS - DAY AND NIGHT SERVICE

RECEIVED
FOR FILING

5110

9

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 27, 1962

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter for filing from Andrews & Andrews Equipment Company in the amount of $82.63 for equipment rental furnished to Perkins Brothers, sub-contractor.

This appears to be in connection with the Kuckenberg Construction Company, contract 5110, grading Lowell St.-21st Avenue Unit Harbor Drive-Washington County Line section of the Pacific Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment

File # 3947

FILED
APR 30 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
lc

RECEIVED
APR 30 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
C. W. HEAD

RECEIVED
MAY - 1 1962
OREGON
STATE HIGHWAY COMMISSION

April 27, 1962

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter for filing from Andrews & Andrews Equipment Company in the amount of $82.63 for equipment rental furnished to Perkins Brothers, sub-contractor.

This appears to be in connection with the Kuckenberg Construction Company, contract 5110, grading Lowell St.-21st Avenue Unit Harbor Drive-Washington County Line section of the Pacific Highway in Multnomah County.

Please acknowledge receipt of this claim on the enclosed letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment
CWH:jf

NOTED ON CARD
Ic

RECEIVED
MAR 20 1962

FOR FILING

5110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1962

SUBJECT: Lowell St.-21st Ave. Section
Contract No. 5110

To: Mr. L. I. Lindas
Chief Counsel

OFFICE

I enclose copies of correspondence concerning four claims made by the contractor on this contract. It would appear that it is in order to establish a claim file.

F. D. Morgan
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
encs.

cc: R. L. Porter
Lloyd P. Shaw

RECEIVED
MAR 20 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 13 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

5110

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 9, 1962

Kuckenberg Construction Co., Inc.
P. O. Box 7407
Portland 20, Oregon

Attention: Mr. Henry Kuckenberg, President

Re: Lowell St.-21st Avenue Unit
Harbor Drive-Wash. Co. Line Section
Pacific Highway
Contract No. 5110

Gentlemen:

We have recently received four letters from you, each presenting a separate claim on this project. For purposes of clarity we have assigned a number to each of these claims. They are discussed below:

CLAIM I - This claim is for 865.2 M-gal. of sprinkling water for a total amount of $3,028.20.

This sprinkling water was required to allay dust which was causing a nuisance to property owners living adjacent to this project. Our General Provision section of the Standard Specifications clearly states that the contractor shall take all precautions and/or steps necessary to eliminate damage to the property of adjacent owners. See Art. 1.7.8, 1.7.13, 1.7.14 and 1.7.16. These Articles also place upon the contractor the responsibility for making good any damages that do occur.

Until a few years ago we required the contractor to stand all expense involved in providing dust control water. However, we realized the fact (stated in your letter of July 1, 1960 on the subject) that the State benefited in some measure from the use of this water in better compaction, etc. A figure of 50% was universally used in these cases. In other words, we assumed 50% of your obligation in order to compensate you for the minor benefits we received.

This claim is again denied.

NOTED
G. S. PAXSON

CLAIM II - This claim is for costs of backfilling under the Iowa Street Bridge, Station 170+70 to Station 177+80, and is in the total amount of $6,263.26.

Mr. Williams' letter to you dated August 15, 1961, set forth our position in this matter. No new information has been presented which would tend to change our decision to deny this claim.

CLAIM III - This claim is for structural excavation in connection with the construction of retaining walls in an unknown amount.

We have allowed structural excavation in accordance with Paragraph 7, Article 2.4.4 of the Standard Specifications form. This Article states that structural excavation comprises pay excavation (as determined under Article 2.4.3) lying outside of roadbed excavation cross-sections.

This claim is also denied.

CLAIM IV - This claim is for costs of excess excavation for footings of the Briar Place retaining wall in the total amount of $1,440.88. Our investigation reveals that you have been paid at unit prices for all work ordered by the Engineer. You did dig out below grade stakes to such an extent that additional concrete was required outside of pay quantities. However, as stated, this additional excavation was unauthorized and was of no value to the State.

This claim is also denied.

Very truly yours,

F. D. Morgan
Construction Engineer

By FB Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: G. S. Paxson
R. L. Porter
L. I. Lindas
L. P. Shaw

MAR [illegible]

RECEIVED
MAR 6 1962
FOR FILING

5110

March 6, 1962

Glens Falls Insurance Company
Pacific Coast Department
6th Floor Mills Tower
San Francisco 4, California

Attention: Miss Janice A. Robinson
Pacific Coast Bond Department

Gentlemen:

This is in reply to your letter of March 1 concerning the Kuckenberg Construction Company Contract No. 5110 for grading the Lowell St.-21st Ave. Unit of the Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County.

The Oregon State Highway Commission accepted this contract on December 15, 1961.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

"Old and Tried" Organized 1849
Glens Falls
INSURANCE COMPANY
Glens Falls, N.Y.
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CALIFORNIA

March 1st, 1962

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

RE: Contract Bond No. 75-25-10 - Kuckenberg Construction Company, Your Contract No. 5110 for grading the Lowell St.-21st Ave. Unit of the Harbor Drive-Washington County line Section of Pacific Highway in Multnomah County.

We have your letter of November 20th, 1961 (copy attached) stating that the captioned contract had been completed June 28th, 1961, but not accepted by the Commission.

We would like to close our file on this case and are wondering if the Commission has accepted this job yet?

Enclosed is a self-addressed stamped envelope for your convenience in replying.

Thanking you, we are

Yours very truly

Janice A. Robinson
Pacific Coast Bond Department

jar
Encl:

Cc
please reply
76

PR-47 rec-
12-15-61

RECEIVED
MAR 5 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

FORM 8-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

November 20, 1961

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5110 for grading the Lowell St. - 21st Ave. Unit of the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County was completed by the contractor, Kuckenberg Const. Co., on June 28, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $30,173.51 will be released to the contractor, assigned to Kuckenberg Const. Co., (a corporation), after acceptance by the Commission. The total contract amount is $1,320,516.75, of which amount $160,268.25 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary.

dc

cc: Glens Falls Insurance Co.
Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

cc: Kuckenberg Const. Co.,
P. O. Box 7407
Portland 20, Oregon

RECEIVED
FEB 28 1962
FOR FILING

KUCKENBERG CONSTRUCTION CO., INC.

GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

TEL. PHONE:
ALpine 3-7333

February 22, 1962

Morgan

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Forrest Cooper, State Highway Engineer

Re: Lowell St., 21st Avenue Unit
Contract #5110

Dear Sir:

We again wish to call your attention to unpaid claim amounting to $1,440.88, and covered by letters November 4, 1958, August 21 and 24, 1959, and June 30, August 28, 1961, copies herewith enclosed.

Unless we receive a favorable reply by March 15, 1962 we will turn same over to our attorneys for collection.

Very truly yours,

KUCKENBERG CONSTRUCTION CO., INC.

Henry Kuckenberg, President

HK:mm
Enclosures

cc: Mr. James Dusendorf
File (3)

original returned to Morgan with attachments
FEB 27 1962

RECEIVED
FEB 26 1962
FOR FILE

3-3 (21)

9

KUCKENBERG CONSTRUCTION CO., INC.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON
BUS. PHONE:
ALpine 3-7335

5110

February 21, 1962

Morgan
handling

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Forrest Cooper, State Highway Engineer

Re: Lowell St. 21st. Avenue Unit
Contract #5110

Dear Sir:

We wish to call your attention to letters dated October 23, 29, November 4, and 12, 1958 also drawings. The enclosed copies of letters covering this item state our position quite clearly. We are also enclosing a drawing which showed the original lines of payment for structural execavation and general excavation, also the revised amount which you have payed and a drawing showing the quantity we are demanding payment for at this time.

Unless we receive a favorable reply before March 15th we will be forced to turn same over to our attorneys with instructions to file suit to collect same.

Very truly yours,

KUCKENBERG CONSTRUCTION CO., INC.

Henry Kuckenberg, President

HK:ma
Enclosures

cc: Mr. James Desendorf
File (3)

original and attachments To Morgan
for handling Porter
2-23-62

RECEIVED
FEB 26 1962
FOR FILING

[illegible] (21)

KUCKENBERG CONSTRUCTION CO., INC.

GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE: 5110
ALpine 3-7335

February 21, 1962

Morgan [illegible]

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Forrest Cooper, State Highway Engineer

Re: Lowell St., 21st Avenue Unit
Contract #5110

Dear Sir:

We wish to call your attention to our letter of July 1, 1960 and your letter of June 10, 1960, copies enclosed herewith.

Records indicate that we furnished the State of Oregon 206 loads of water of 4,200 gallons each or a total of 865,200 gallons @ $3.50 per thousand, totaling $3,028.20 for which there has been no pay, therefore we are making claim for $3,028.20 and unless we receive a favorable reply before March 15th we will be forced to turn same over to our attorneys with instructions to file suit to collect same.

Very truly yours,

KUCKENBERG CONSTRUCTION CO., INC.

Henry Kuckenberg, President

HK:mm
Enclosures

cc: Mr. James Dosendorf
File (3)

original To Morgan with attachments
NOTE To handle 2-27-62

RECEIVED
FEB 26 1962
FOR FI

I-303(31)

5110

KUCKENBERG CONSTRUCTION CO., INC.

GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE:
ALpine 3-7333

February 21, 1962

Morgan
handling

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Forrest Cooper, State Highway Engineer

Re: Lowell Street - 21st Avenue Unit
Contract #5110

Dear Sir:

We wish to call your attention to letters dated October 28, 1960, June 23, 1961 and August 15, 1961, copies enclosed, which covers work under Iowa Street bridge consisting of sloping and back filling with material from the above contract.

The letters enclosed are self explanatory, and our claim is in the sum of $6,263.26, and unless we receive a favorable reply before March 15th we will be forced to turn same over to our attorneys with instructions to file suit to collect same.

Very truly yours,

KUCKENBERG CONSTRUCTION CO., INC.

Henry Kuckenberg, President

HK:mm
Enclosures

cc: Mr. James Dezendorf
File (3)

Original To Morgan
with attachments Porter.
NOTE 'handling'
2-23-62

RECEIVED
EB 15 1962

FOR FILING

[illegible]

5110

February 14, 1962

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

A post-final payment in the amount of $1,308.96 will be made to Kuckenberg Const. Co., on contract #5110 for grading the Lowell St.-21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $1,321,825.71, including the post-final payment. Of the total, $161,577.21 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

cc: Kuckenberg Const. Co.,
P. O. Box 7407
Portland 20, Oregon

RECEIVED
FEB 6 1962

FOR FILING
[illegible]
5110

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 2, 1962

SUBJECT: Lowell St.-21st Ave. Section
Contract No. 5110

To: Mr. L. I. Lindas
Chief Counsel

OFFICE

For the purpose of defending a possible action involving this project we have secured the following data herewith transmitted:

- 88 Reports of Moisture, and Density Determination of Soils.
- 4 Graphs analyzing the results.
- 1 Straight line chart.
- 12 Sheets tabulating the results.

The average of 21 samples wherein 95% compaction was specified was 91.24.

The average of 112 samples wherein 90% compaction was specified was 86.86.

F. D. Morgan
Construction Engineer

By F B Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
encs.
cc: R. L. Porter ✓
Tom Edwards

FEB [illegible]
OFFICE
STATE HIGHWAY

NOTED
R. L. PORTER

RECEIVED
JAN 29 1962

FORM E-30 50M 11-61 40230

FOR FILING

[illegible]

5110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1962

SUBJECT:

To:

MEMO TO THE FILE

On Friday, January 19th, Henry and Larry Kuckenberg called on me, to use their words, "to seek advice" on the disposition of claims on the Lowell Street-21st Avenue Section of the Baldock. They had previously submitted two claims which had been rejected because the Bureau of Public Roads refused to participate in them.

They state further that our specifications called for standard compaction of the material involved and that such requirements in the specifications were evidence that the State expected the material to be good, dry workable material. I told Mr. Kuckenberg nothing was further from the truth; that he was an experienced, respected contractor and most certainly we did not expect a contractor of such experience to be able to make a case of such a flimsy technicality as this. I instructed him to again present his claims, after which he would be advised of the final disposition of them.

Mr. Kuckenberg also asked for the compaction reports on the material placed in this project. I found they were available at the Division Office in Portland and had intended to make them available to Mr. Kuckenberg. However, I believe in case of suit this would be restricted information, and I have instructed Mr. Shaw to immediately gather them and handle them as restricted information. This has been done. The reports are now in the hands of Mr. Klaboe and will be transmitted to the Legal Division. Mr. Kuckenberg will be advised they will not be available to him.

Tom Edwards
Assistant State Highway Engineer

TE:jw

cc Forrest Cooper
G. S. Paxson
R. L. Porter
L. I. Lindas
F. D. Morgan
Lloyd Shaw

CON PDP 88 1/2[illegible]/62 3:54PM

TOM EDWARDS

RECORDS BY JOHNSEN, SOILS DIVISION, REGARDING COMPACTION ON CONTRACT 5110, WERE TRANSMITTED TO SALEM AT MR KLABOES REQUEST JANUARY 19

-2
SAW
B

;.

RECEIVED
JAN 22 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 10 1962

FOR FILING

5110

File

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 8, 1962

To:

Memo to the Files

SUBJECT: E.W.O. #22 (Sewer Repair)
Lowell St.-21st Ave. Section
Pacific Highway
Contract No. 5110

An Order for Extra Work was submitted by the Metropolitan Office to raise a manhole flow line and to salvage and relay some 150 feet of the inlet and outlet pipes.

The need for this work arose after notice was made of the fact that the ground around the manhole was wet. The manhole was constructed on a bench about 8 feet above the new highway roadbed near the intersection of Barbur Boulevard and Multnomah Boulevard. The engineer had the contractor dig up the system to see what was leaking and discovered that the manhole base had settled about 0.4 foot and that both the inlet and outlet pipes were cracked open at the joints. The pipes were also filled with sanding material used on Barbur Boulevard, but this is not considered to be a contributing factor to the trouble.

The bank of Barbur Boulevard above the bench on which the manhole is located is sloughing, and it appears that a minor slide was the cause of the settlement in the first place. Thus, the cause of the defect was beyond the control of the contractor and the cost of the adjustment should be borne by the State.

The Bureau of Public Roads has indicated that they will not participate in this cost, first because the work was done prior to our notifying them, and second, because they consider this work to be in the nature of maintenance and not construction. They refuse to consider the work done to be in the nature of an emergency and therefore not subject to retroactive consideration.

NOTED
R. L. PORTER

It is therefore recommended that the Extra Work Order be paid by the State, and that the Extra Work Order be submitted to the Bureau of Public Roads for formal action.

F. D. Morgan
Construction Engineer

By CHBaker

C. H. Baker
Ass't. Field Construction Engineer

CHB:fp
cc R. L. Porter
L. H. Young

RECEIVED
Jan 9 1962

RECEIVED
DEC 26 1961
FOR FILING

FORM CD-121
(9-22-59)

UNITED ST ES VERNMENT
S. D ARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Memorandum

477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest L. Cooper, State Highway Engineer
Salem, Oregon

DATE: December 21, 1961

5110

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

CGPolk

File

SUBJECT: Oregon Project I-5-6(8)297(Old No. I-303(21)
Lowell Street - 21st Ave. Unit
State Contract No. 5110
Seeding and Mulching by State Force

By letter dated April 2, 1958 we approved participation in the cost of seeding and mulching by State Force on subject project. Your order for State Force Work was dated March 7, 1958.

Our files contain no further record. Please advise if this work has been completed and, if so, the date of its completion.

Asimp
Young

RECEIVED
DEC 26 1961
FOR FILING

5110

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest L. Cooper, State Highway Engineer
Salem, Oregon

DATE: December 21, 1961

CGPolk

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

File

SUBJECT: Oregon Project I-5-6(8)297(Old No. I-303(21)
Lowell Street - 21st Ave. Unit
State Contract No. 5110
Seeding and Mulching by State Force

By letter dated April 2, 1958 we approved participation in the cost of seeding and mulching by State Force on subject project. Your order for State Force Work was dated March 7, 1958.

Our files contain no further record. Please advise if this work has been completed and, if so, the date of its completion.

Comp
Young

STATE [illegible] ENGINEER

RECEIVED
DEC 21 1961
FOR FILING

[illegible]

5110

December 20, 1961

Oregon Portland Cement Co.,
111SE Madison
Portland 14
Oregon

ATTENTION: R. Ornduff

Dear Sir:

At its meeting of November 15, 1961, the Highway Commission accepted contract #5110 with Kuckenberg Const. Co., for grading the Lowell St.-21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, conditioned upon the submission of Form PR-47 (statement of materials and labor) and certification that all payrolls have been submitted by the contractor.

These documents were received by the Highway Commission on December 15, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
DEC 21 1961

FOR FILING

[illegible]

5110

December 20, 1961

Department of Employment
Labor & Industries Bldg.,
Salem
Oregon

ATTENTION: Don L. McKennan
Tax Division

Dear Sir:

At its meeting of November 15, 1961, the Highway Commission accepted contract #5110 with Kuckenberg Const. Co., for grading the Lowell St.-21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, conditioned upon the submission of Form PR-47 (statement of materials and labor) and certification that all payrolls have been submitted by the contractor.

These documents were received by the Highway Commission on December 15, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
DEC 21 1961
FOR FILING

[illegible]

5110

December 20, 1961

McCords Daily Notification Sheet
115 SW 4th Avenue
Portland 4
Oregon

ATTENTION: Walter B. Collins

Dear Sir:

At its meeting of November 15, 1961, the Highway Commission accepted contract #5110 with Kuckenberg Const. Co., for grading the Lowell St.-21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, conditioned upon the submission of Form PR-47 (statement of materials and labor) and certification that all payrolls have been submitted by the contractor.

These documents were received by the Highway Commission on December 15, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
DEC 21 1961
FOR FILING

[illegible]

5110

December 18, 1961
Salem, Oregon

L. H. Young
Ivan D. Merchant
C. H. Mateen (2)
Frank Morgan
H. S. Coe
John Herr
Douglas Parker

At its meeting of November 15, 1961, the Highway Commission accepted contract #5110 with Kuckenberg Const. Co., for grading the Lowell St.-21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, conditioned upon the submission of Form PR-47 (statement of materials and labor) and certification that all payrolls have been submitted by the contractor.

These documents were received by the Highway Commission on December 15, 1961.

Secretary

dc
~~attach.~~

cc: State Industrial Accident Commission
ATTENTION: Mr. Basil Rastorfer

RECEIVED
DEC 21 1961
FOR FILING

[illegible]

5110

Salem, Oregon
December 20, 1961

Jim Bartlett - Accounting
Bev. Parsons - Legal

At its meeting of November 15, 1961, the Highway Commission accepted contract #5110 with Kuckenberg Const. Co., for grading the Lowell St.-21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, conditioned upon the submission of Form PR-47 (statement of materials and labor) and certification that all payrolls have been submitted by the contractor.

These documents were received by the Highway Commission on December 15, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
DEC 21 1961
FOR FILING

I-303([illegible])

5110

December 20, 1961

Assistant Editor
Daily Journal of Commerce
P. O. Box 932
Portland, Oregon

Dear Sir:

At its meeting of November 15, 1961, the Highway Commission accepted contract #5110 with Kuckenberg Const. Co., for grading the Lowell St. -21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, conditioned upon the submission of Form PR-47 (statement of materials and labor) and certification that all payrolls have been submitted by the contractor.

These documents were received by the Highway Commission on December 15, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
DEC 21 1961
FOR FILING

I [illegible]

5110

December 20, 1961

Mr. Douglas Gripp
United Press International
Capitol Bldg.,
Salem, Oregon

Dear Sir:

At its meeting of November 15, 1961, the Highway Commission accepted contract #5110 with Kuckenberg Const. Co., for grading the Lowell St.-21st Ave. Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County, conditioned upon the submission of Form PR-47 (statement of materials and labor) and certification that all payrolls have been submitted by the contractor.

These documents were received by the Highway Commission on December 15, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
DEC 20 1961
FOR FILING

I-5-6(21)

5110

Salem, Oregon
December 19, 1961

Final Payment Contract No. 5110

C. H. Maison
Floyd Query

At its meeting of November 15, 1961, the Highway Commission accepted Contract No. 5110, Lowell St.-21st Ave. Unit, Harbor Drive-Washington Co. Line Section of the Pacific Highway in Multnomah County, FA Project No. I-5-6(8)297, conditioned upon submission of Form PR-47 and certification that all payrolls have been submitted by the contractor, Kuckenberg Construction Co.

These documents have been received and the final payment may be made in accordance with the direction of the Highway Commission.

L. H. Young

RECEIVED
DEC 5 1961
FOR FILING

I- [illegible]

5110

December 5, 1961

Portland Chamber of Commerce
824 S. W. 5th Avenue
Portland 4, Oregon

Attention: Mr. Philip M. Hunt, Manager
Publicity Department

Dear Sir:

Thank you very much for your invitation to attend the dedication of the Baldock Freeway on December 1. I am really sorry that I was unable to attend; however, your kindness in inviting me is truly appreciated.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rv

PHONE CA 8-9411

Portland
CHAMBER OF COMMERCE

824 S. W. 5th AVENUE
PORTLAND, 4 OREGON

November 28, 1961

Mr. Floyd Query
Secretary to the State Highway Commission
State Highway Department
Salem, Oregon

Dear Mr. Query:

This will confirm our telephone conversation, inviting you to be present for the dedication of the Baldock Freeway Friday morning, December 1, at 10:30 o'clock.

Enclosed is a data sheet, giving instructions on how to reach the dedication site, and a large card with red sticker which will provide preferential parking, if you will show this to the officer.

Following the dedication ceremony there will be an inspection tour of the new section of the freeway out to a point near Tigard and back to downtown Portland.

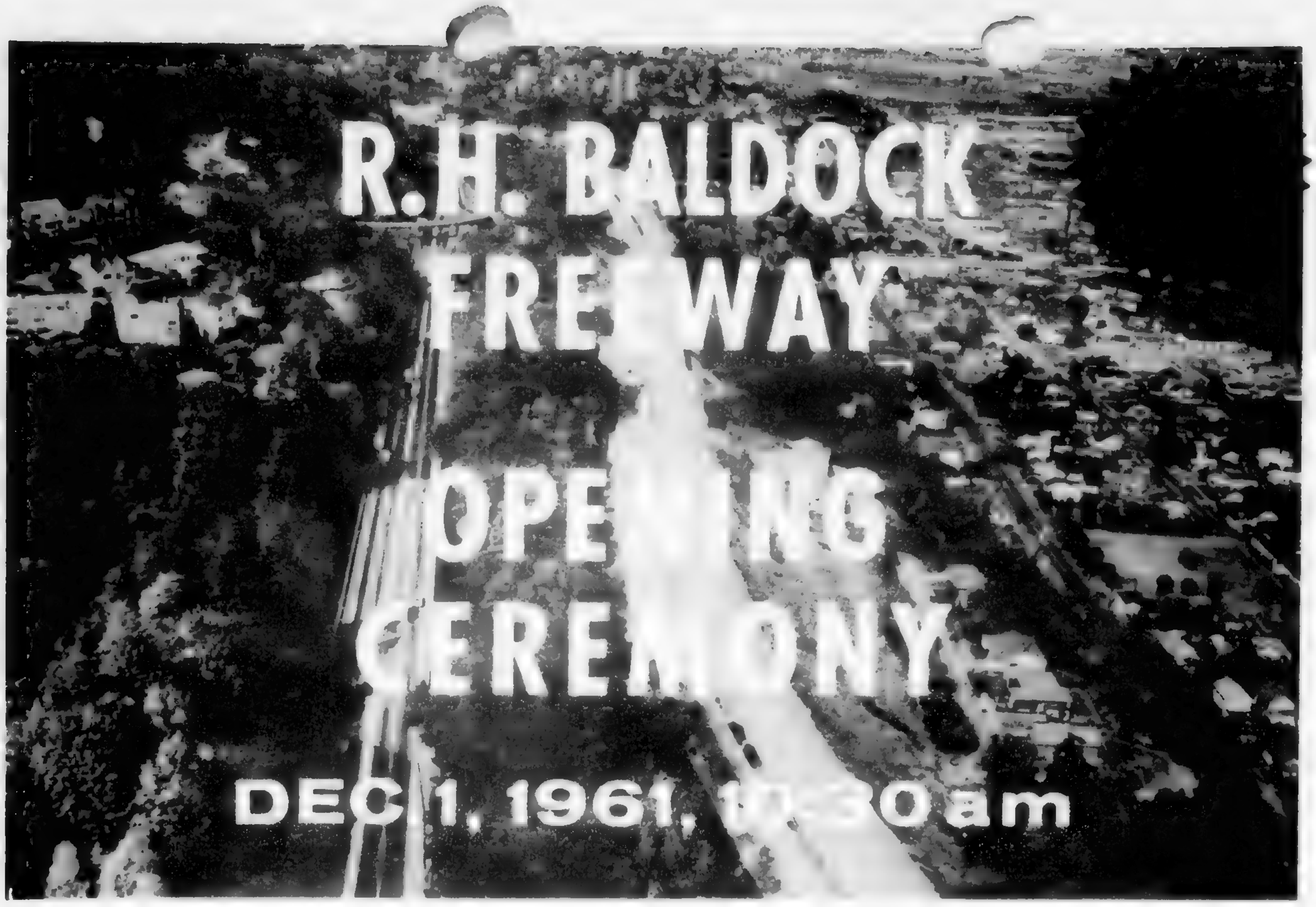
We are inviting honored guests also to a coffee hour at the Visitors Information Center on S. W. Front Avenue at the Foot of Salmon Street, immediately following the inspection tour. I hope you can attend this event as well.

Sincerely,

Philip M. Hunt
Philip M. Hunt,
Manager
PUBLICITY DEPARTMENT

PMH:vk
Enclosures

RECEIVED
NOV 29 1961
OREGON
STATE HIGHWAY COMMISSION



R.H. BALDOCK FREEWAY

OPENING CEREMONY

DEC 1, 1961, 10:30am

YOU ARE CORDIALLY INVITED

DEDICATION CEREMONY

BALDOCK FREEWAY SECTION THROUGH SW PORTLAND

10:30 A.M., DEC. 4, 1961

Dedication Site:	Immediately North of Ross Island Bridge on Southbound lanes of Baldock Freeway
Directions to Dedication Site:	Drive East on SW Market St. to foot of the street, turn right (South) and proceed about 200 feet through Industrial underpass to Baldock. Proceed through opening in wooden barrier 1/4 mile South to dedication area.
Time of Dedication:	Ceremony will start at 10:30 A.M.
Length of Ceremony:	Due to the strong possibility of inclement weather, arrangements committee has proposed that dedication remarks be brief and limited in number.
The Ceremony:	Presiding – Portland Chamber President M. J. Frey. Milo McIver, Chairman, Oregon Highway Commission (Introduction by Mr. McIver of Highway Commission and staff present.) Baird French, Div. Engr., Federal Bureau of Public Roads. Introduction of Contractors Gov. Mark O. Hatfield Mayor Terry D. Schrunk Multnomah County Commission Chairman Jack Bain Cutting of Ribbon Ceremony Gov. Hatfield cutting Mayor Schrunk and Commissioner Bain holding ribbon A caravan led by escort of Portland police and Multnomah Sheriff's officers will proceed over the newly dedicated 6.9 mile section immediately following ribbon cutting ceremony (South on new section and then North on the Northbound lanes).
Reception following Ceremony:	Portland hosts invite participants to a coffee hour at Portland Chamber Visitors Center following the Ceremony (Foot of SW Salmon Street).

RECEIVED
DEC 4 1961
FOR FILING

[illegible]

4998

11-29-61

Mr. McIver:

Suggested comments for your consideration at the opening of the Baldock Freeway extension.

One of the more pleasant duties of a Highway Commissioner is to attend openings of highway sections. I am particularly pleased that we are able to open the northerly extension of the Baldock Freeway to a connection with Harbor Drive, as, being a resident of Portland, I am well aware of the extreme traffic congestion on Barbur Boulevard which graphically points to the need of the alternate facility which has now been completed after 4½ years of work.

The project that we are opening today is only a segment of the Portland interstate freeway facility and, as such, its use will be limited until additional work is completed. I refer to such items as the construction of the Marquam Bridge and the East Bank Freeway, with connections to the Banfield Freeway and northerly via the Minnesota Freeway to Vancouver and other Washington points, and to improvements on the Stadium Freeway which will allow for much easier access to to the West Portland central business district, to the lower Columbia River via Highway 30 and to northerly points via the proposed Fremont Bridge. While much more remains to be done than has already been accomplished, it is my feeling that when each usable segment of the Portland interstate system is open for traffic many benefits will accrue to the motoring public and that money, property, and lives will be saved by the more adequate system of major routes constructed by the motoring public of the State of Oregon.

Forrest Cooper

11-27-61

RECEIVED
NOV 21 1961
FOR FILING

I-5-3(21)

5110

113A

Contract No. 5110 with Kuckenberg Construction Co. for grading on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, completed June 28, 1961.

Request for acceptance of this contract by the Commission has been held pending receipt from the contractor of the Statement of Materials and Labor required by the BPR on Federal Aid Primary Projects and certification that all payrolls have been submitted.

Acceptance of the contract is requested conditioned upon receipt of these reports so the Final can be paid.

PLEASE RETURN TO
FORREST COOPER

KUCKENBERG CONSTRUCTION CO., INC.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON
BUS. PHONE:
ALPINE 3-7533

November 9, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
State Highway Engineer

Gentlemen:

We wish to call your attention to the final estimate on the Lowell St. - 21st Ave Unit, Harbor Drive, Multnomah County line, Contract 5110 which shows a balance due us in retained percentage of $34,967.60, plus additions to the last estimate.

This contract was completed by us June 30, 1961. Since that time one hundred and thirty days have elapsed. It has always been our understanding that a final estimate would be submitted to the contractor approximately thirty days after completion. We understand from the local highway engineers in Portland that the holdup on this final estimate is the Salem office.

We feel that inasmuch as we have sustained an operation loss exceeding $400,000.00 on this contract due to circumstances beyond our control that we are entitled to consideration. We cannot understand the reason for deliberately holding up our estimate. I would suggest that you send us a check covering the balance due us holding back say 10% of the $34,967.60.

Kindly acknowledge receipt of this letter.

Porter

Very truly yours,

KUCKENBERG CONSTRUCTION CO. INC.

Henry Kuckenberg

Henry Kuckenberg, President.

HK:gl

RECEIVED
NOV 13 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 4 1961
FOR FILING
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[illegible]

November 20, 1961

Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem, Oregon

Dear Governor Hatfield:

I am attaching a copy of a short narrative statement which refers to the Baldock Freeway opening scheduled for December 1 at 10:30 a.m.

I am also attaching statistics on contracts for construction on this section and a small sketch map of the unit.

If you wish any additional information, I shall be happy to supply it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fn

Encl.

cc W. C. Williams

Mr. McIver:

Suggested comments for your consideration at the opening of the Baldock Freeway extension.

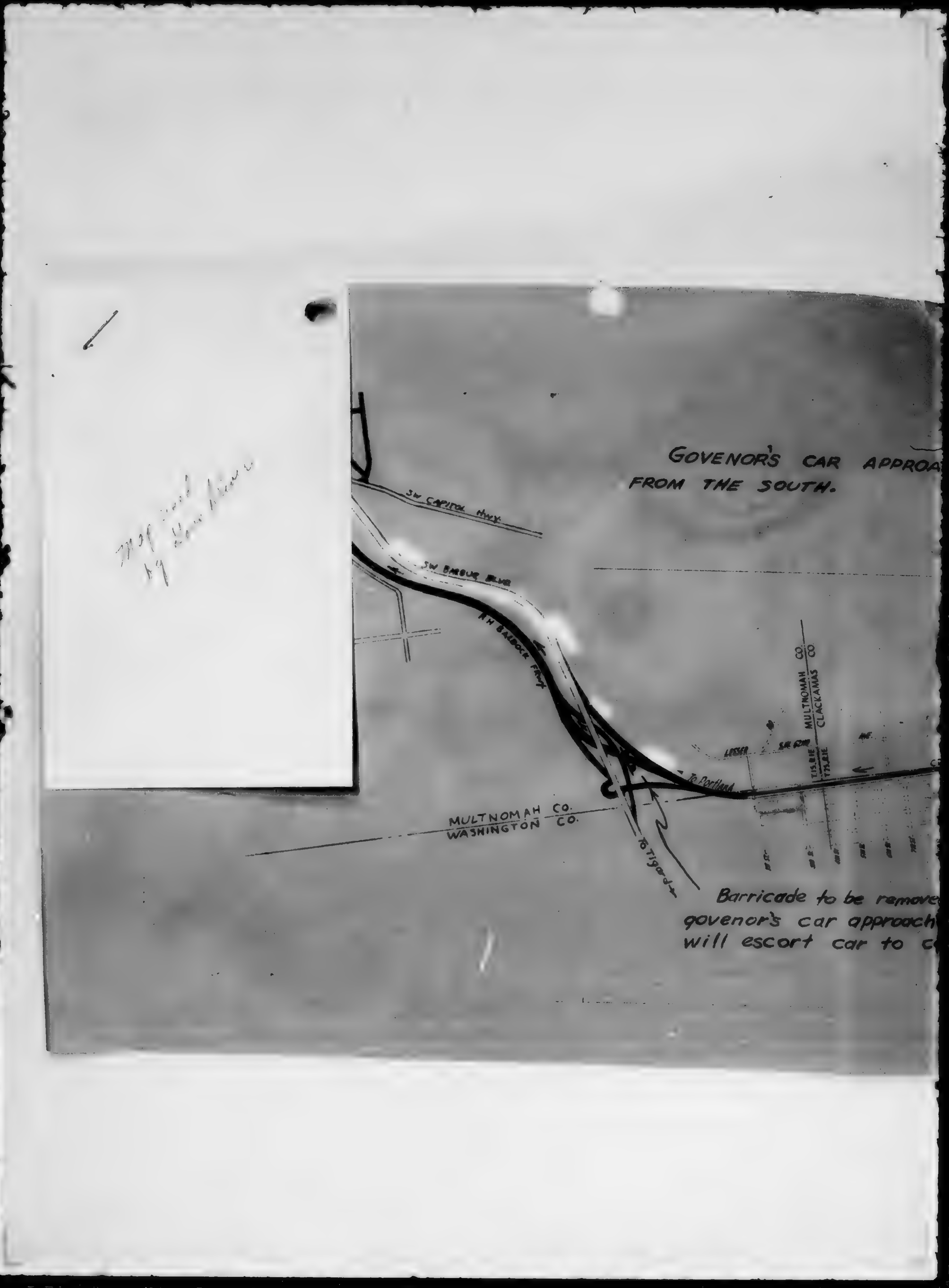
One of the more pleasant duties of a Highway Commissioner is to attend openings of highway sections. I am particularly pleased that we are able to open the northerly extension of the Baldock Freeway to a connection with Harbor Drive, as, being a resident of Portland, I am well aware of the extreme traffic congestion on Barbur Boulevard which graphically points to the need of the alternate facility which has now been completed after 4½ years of work.

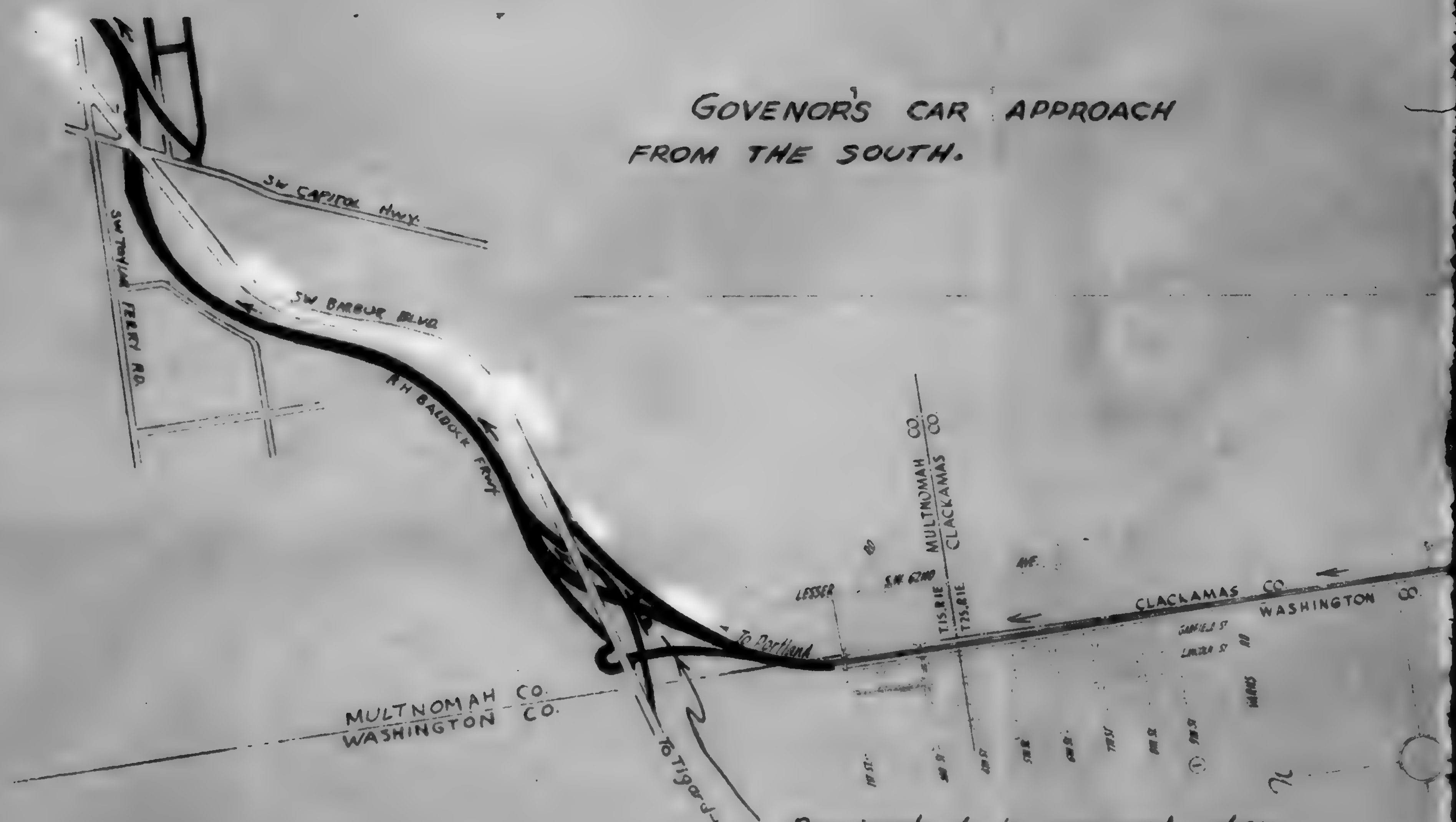
The project that we are opening today is only a segment of the Portland interstate freeway facility and, as such, its use will be limited until additional work is completed. I refer to such items as the construction of the Marquam Bridge and the East Bank Freeway, with connections to the Banfield Freeway and northerly via the Minnesota Freeway to Vancouver and other Washington points, and to improvements on the Stadium Freeway which will allow for much easier access to to the West Portland central business district, to the lower Columbia River via Highway 30 and to northerly points via the proposed Fremont Bridge. While much more remains to be done than has already been accomplished, it is my feeling that when each usable segment of the Portland interstate system is open for traffic many benefits will accrue to the motoring public and that money, property, and lives will be saved by the more adequate system of major routes constructed by the motoring public of the State of Oregon.

Forrest Cooper

Mailed
11-27-61
fn

11-27-61

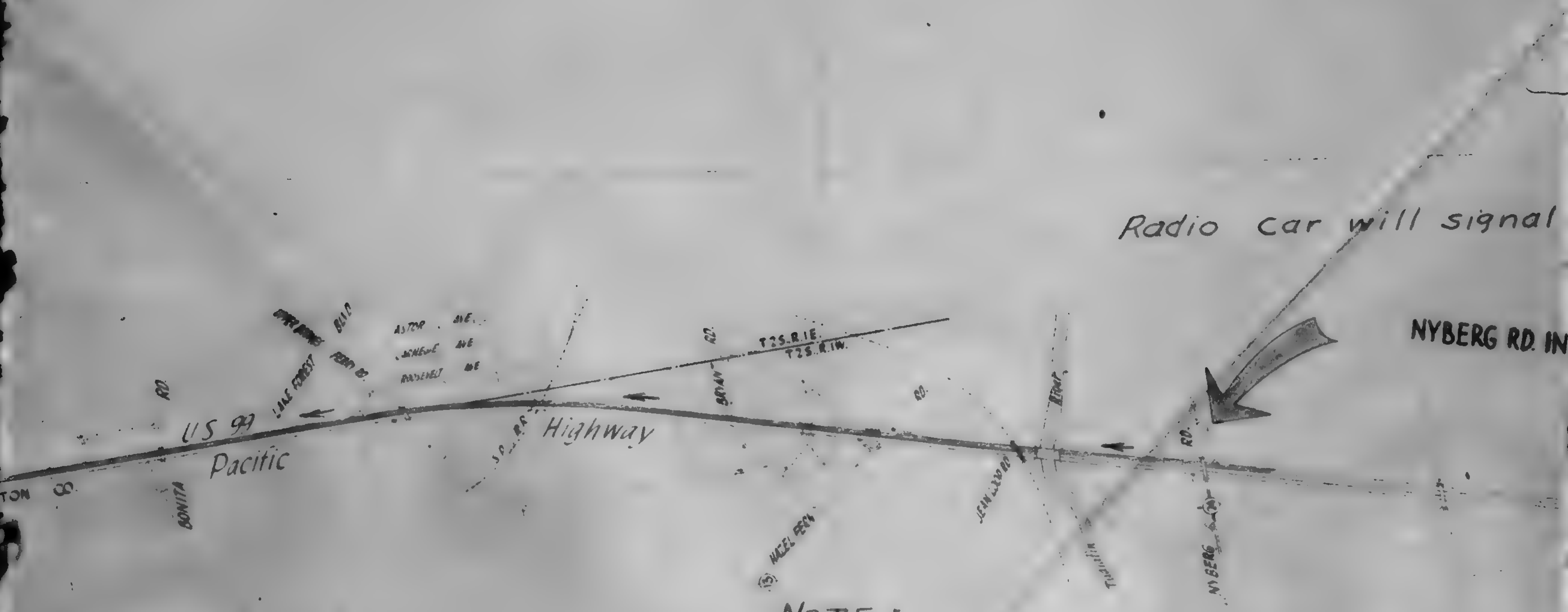

Map used
by Hawkins
GOVENOR'S CAR APPROA
FROM THE SOUTH.
SW CAPITOL HWY.
SW BARBUR BLVD
N.H. BALBOCK FRWY
MULTNOMAH CO.
CLACKAMAS CO.
LESSER
SW 62ND
T.1S.R.1E
T.1S.R.1E
To Portland
MULTNOMAH CO.
WASHINGTON CO.
To Tigard
Barricade to be remove
govenor's car approach
will escort car to c



GOVENOR'S CAR APPROACH FROM THE SOUTH.

Barricade to be removed when govenor's car approaches. Police will escort car to ceremony site.

SW CAPITOL HWY.
SW TAYLORS FERRY RD.
SW BARBUR BLVD.
A.H. BALDOCK FRWY.
To Portland
To Tigard
MULTNOMAH CO.
WASHINGTON CO.
MULTNOMAH CO.
CLACKAMAS CO.
LESSER
SW 62ND
AVE.
T.1S.R1E
T.2S.R1E
CLACKAMAS CO.
WASHINGTON CO.
GARFIELD ST
LINCOLN ST


US 99
Pacific
Highway
TON
CO.
BONITA
RD.
LAKE FOREST
BLVD
PERRY RD.
ASTOR AVE.
CARNEGIE AVE
ROOSEVELT AVE
S.P. R.R.
BRYANT
RD.
T2S. R.1E.
T2S. R.1W.
HAZEL FERN
RD.
JEAN LAXOR RD
TUALATIN
RD.
NYBERG
S

Radio car will signal

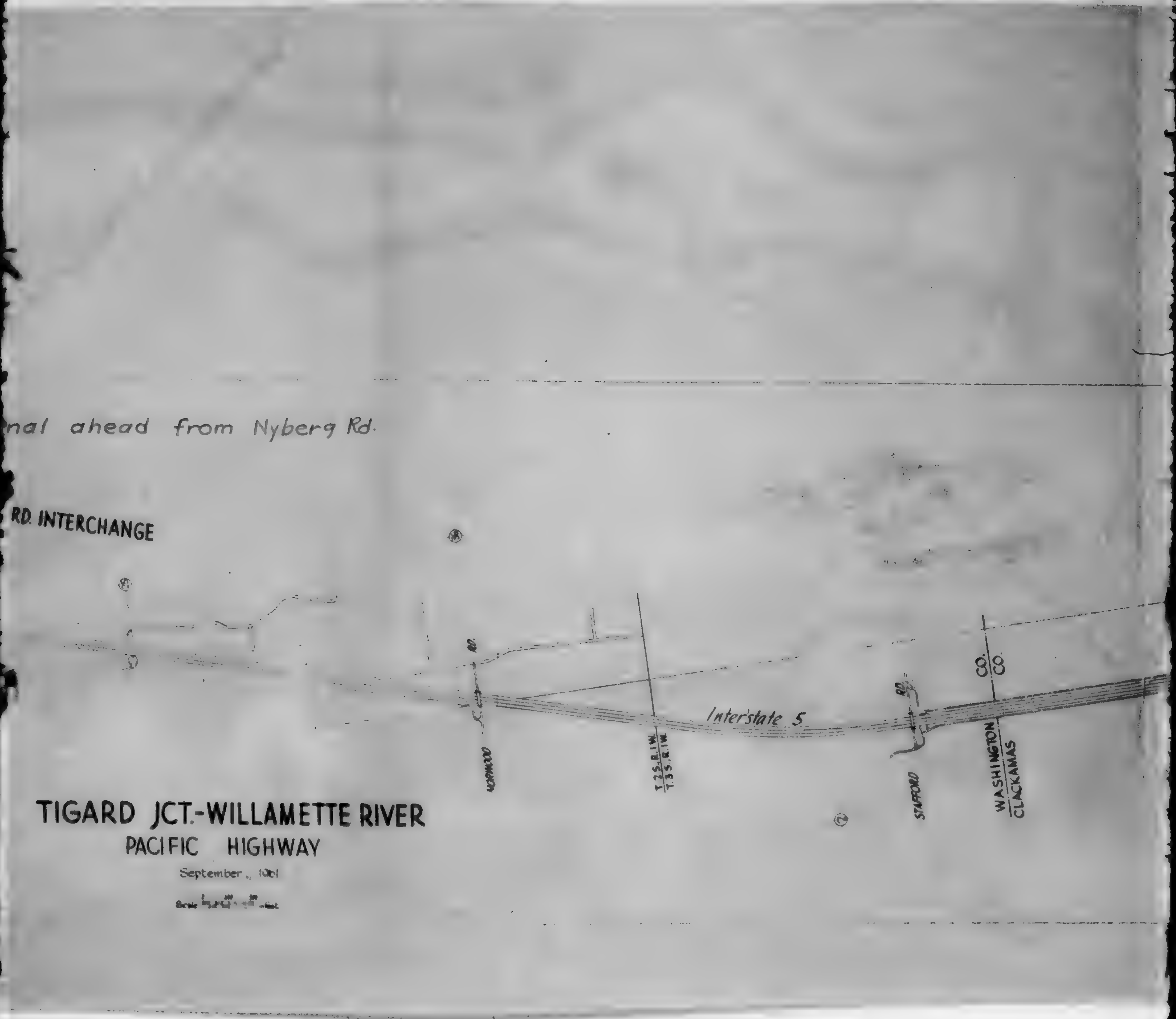
NYBERG RD. INT

NOTE:

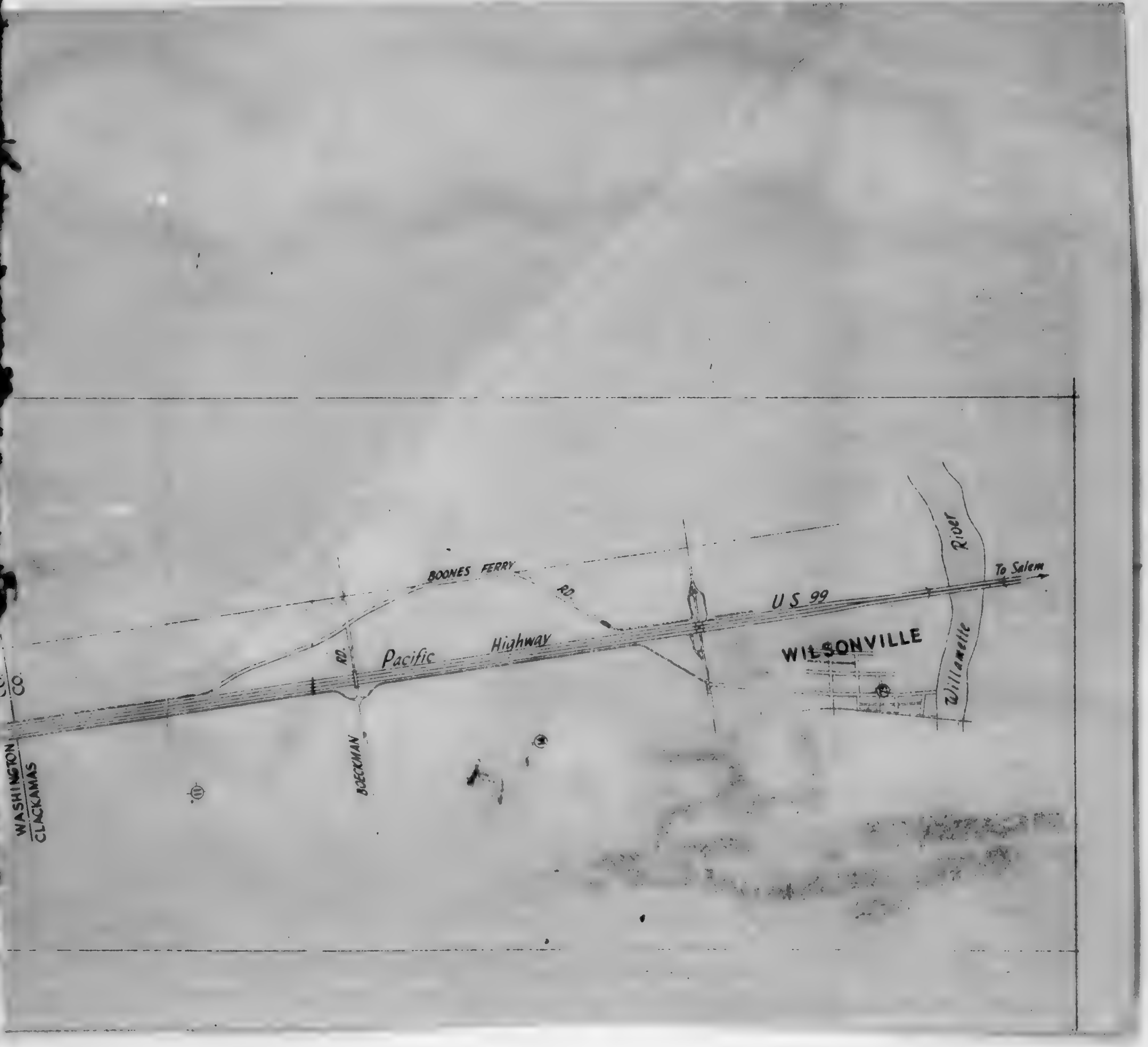
Please signal radio car on Nyberg structure in some way to assist his recognition of the govenor's car.

T

Ite.


nal ahead from Nyberg Rd.
RD. INTERCHANGE
RD.
NORWOOD
T.2S.R.1W.
T.3S.R.1W.
Interstate 5
RD.
STAFFORD
WASHINGTON
CLACKAMAS
Scale

TIGARD JCT.-WILLAMETTE RIVER
PACIFIC HIGHWAY
September , 1961


BOONES FERRY RD.
U S 99
To Salem
River
Willamette
Pacific Highway
WILSONVILLE
BOECKMAN RD.
WASHINGTON
CLACKAMAS
CO.
CO.

NARRATIVE
BALDOCK FREEWAY EXTENSION

The basic location for this section of highway was conceived in the early 1930's following generally the route of the old Oregon Electric Railway. It was recommended in the Portland Metropolitan Area Traffic Study in 1955 and was incorporated into the interstate freeway system subsequent to national legislation which established that system in 1956.

Construction was started with the award of a grading contract on July 3, 1957, to build a roadbed from S. W. 14th Street to the Tigard Interchange. Since that time 20 additional contracts have been awarded to complete the grading, paving, and structures on 6.59 miles of freeway system. A total of $5,622,000 has been expended for right of way and a total of $10,[illegible]66,000 has been expended for construction for a total cost of $16,4[illegible],000.

Currently, Barbur Boulevard is carrying a traffic load in excess of 50,000 cars daily. Reduction of some 20,000 vehicles per day will occur with the opening of this freeway section. Continued construction on the route of Interstate 5 through Portland will tend to further reduce the traffic load on Barbur Boulevard. The ultimate capacity of the section now being opened is 62,000 vehicles per day. A savings in time, accidents, and human lives that will result from the opening of this and other freeway sections in the Portland metropolitan area will return the cost to the motorists many times over the coming years, to say nothing of the added convenience.

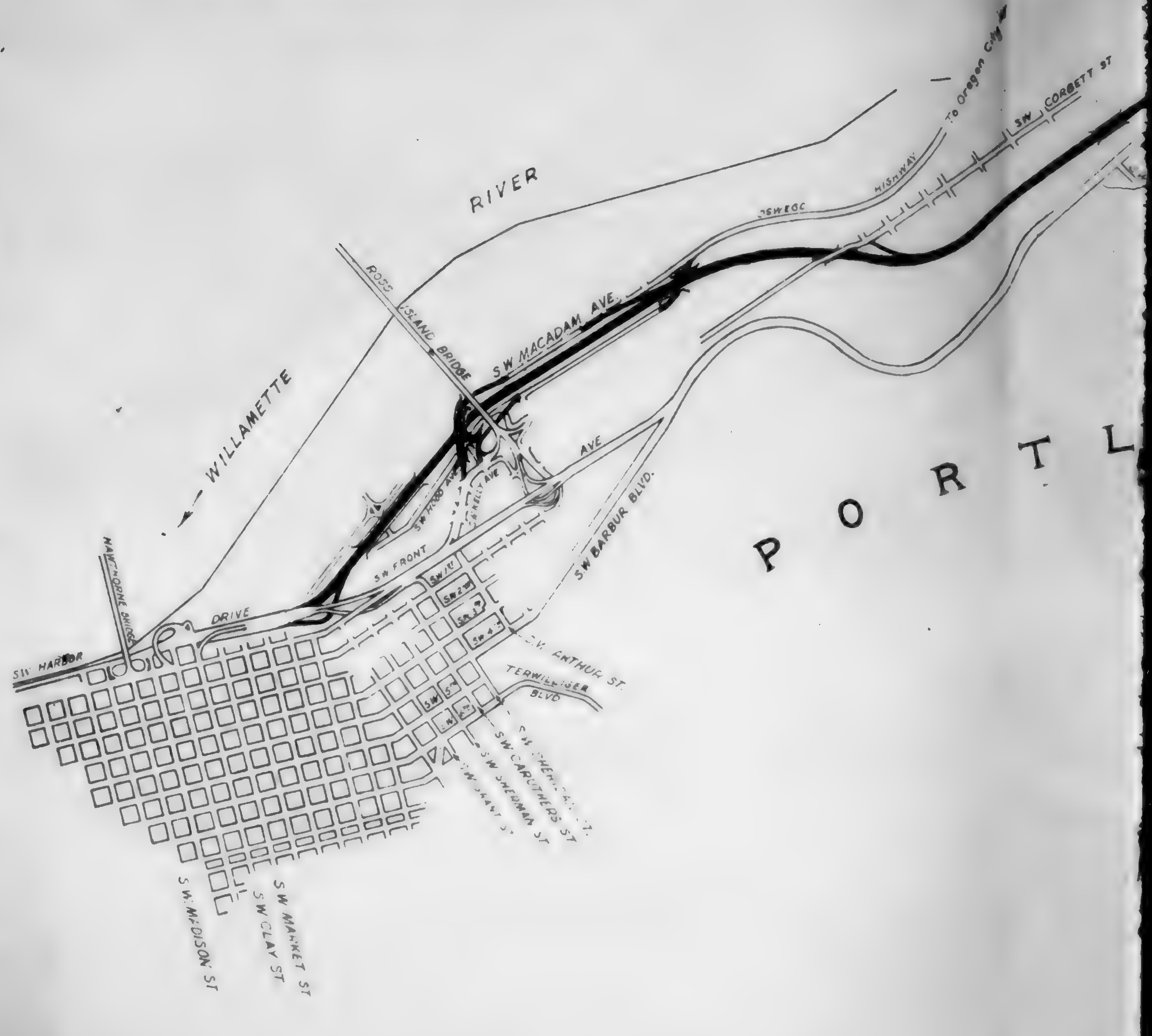
This segment of freeway that we dedicate today is a part of the 35.9-mile interstate freeway system in the Portland metropolitan area, which is planned for completion in 1972 at a total cost of $250 million, including right of way.

(A detailed list of the contracts awarded is attached together with a straightline chart showing the proposed progressive plan of opening.)

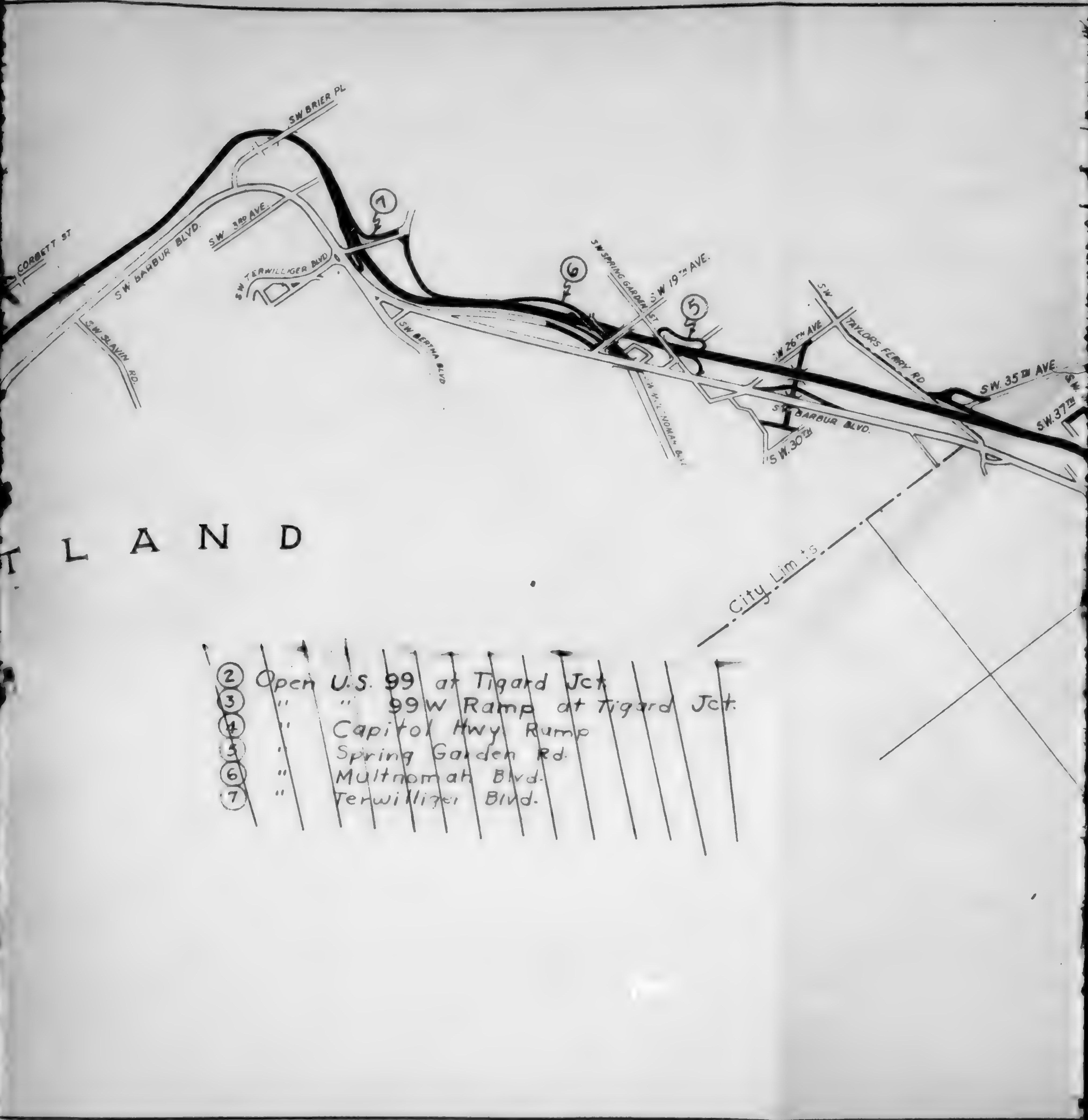
BALDOCK FREEWAY
Tigard Interchange-Harbor Drive

Project	Type	Contractor	Awarded	Cost
S. W. 14th-Washington Co. Line	Grade	G. D. Dennis & Sons	7- 3-57	$ 887,900
Barbur Blvd. & Capitol Hwy.	Strs.	Gibbons & Reed	8- 8-57	588,700
Iowa Street Bridge	Str.	Gibbons & Reed	8- 8-57	366,500
S. W. Spring Garden Rd. U'xing	Str.	Johnston & Bryant	9-12-57	144,600
26th Avenue	Strs.	Birkemeier Constr.	9-19-57	305,600
Lowell Street-21st	Grade	Kuckenberg Constr.	1-31-58	1,630,000
Tigard Interchange	Gr.-P-Strs.	Central Paving	4-15-58	582,900
19th Ave. & Multnomah Blvd.	Strs.	Tom Lillebo	6-19-58	310,000
S. W. Terwilliger Blvd.	Str.	Kuckenberg Constr.	6-19-58	348,200
Harbor Drive-Lowell St.	Gr.-Pave	Roy L. Houck Sons' Corp.	8-15-58	1,048,300
Sheridan Street Overcrossing	Str.	Birkemeier Constr.	9-11-58	99,200
Porter Street Undercrossing	Str.	Lord Brothers	12-11-58	310,500
S. W. 11th-Tigard Interchange	Pave	Peter Kiewit Sons' Co.	12-11-58	1,319,600
Harbor Drive	Gr.-P-Str.	C. M. Corkum	4-16-59	550,300
Brier Place	Gr.-P-Str.	Kuckenberg Constr.	7- 2-59	141,300
Hood Street	Str.	Johnston & Bryant	11- 5-59	173,900
Corbett Avenue	Str.	Kuckenberg Constr.	11- 5-59	336,400
Lowell St.-S. W. 11th Ave.	Pave-Sign	Roy L. Houck Sons' Corp.	7-28-60	1,400,800
Harbor Drive-Wash. County Line	Illumination	Trowbridge Electric	5-26-61	183,400
19th Ave.-Tigard Interchange	Rdsd. Improve.	Solomon Aichele	6-27-61	62,200
Harbor Drive-Lowell Street	Rdsd. Improve.	Staats Nursery	9-15-61	75,900
		Construction Cost		$ 10,866,200
		Right of Way		5,622,000
		TOTAL		$ 16,488,200

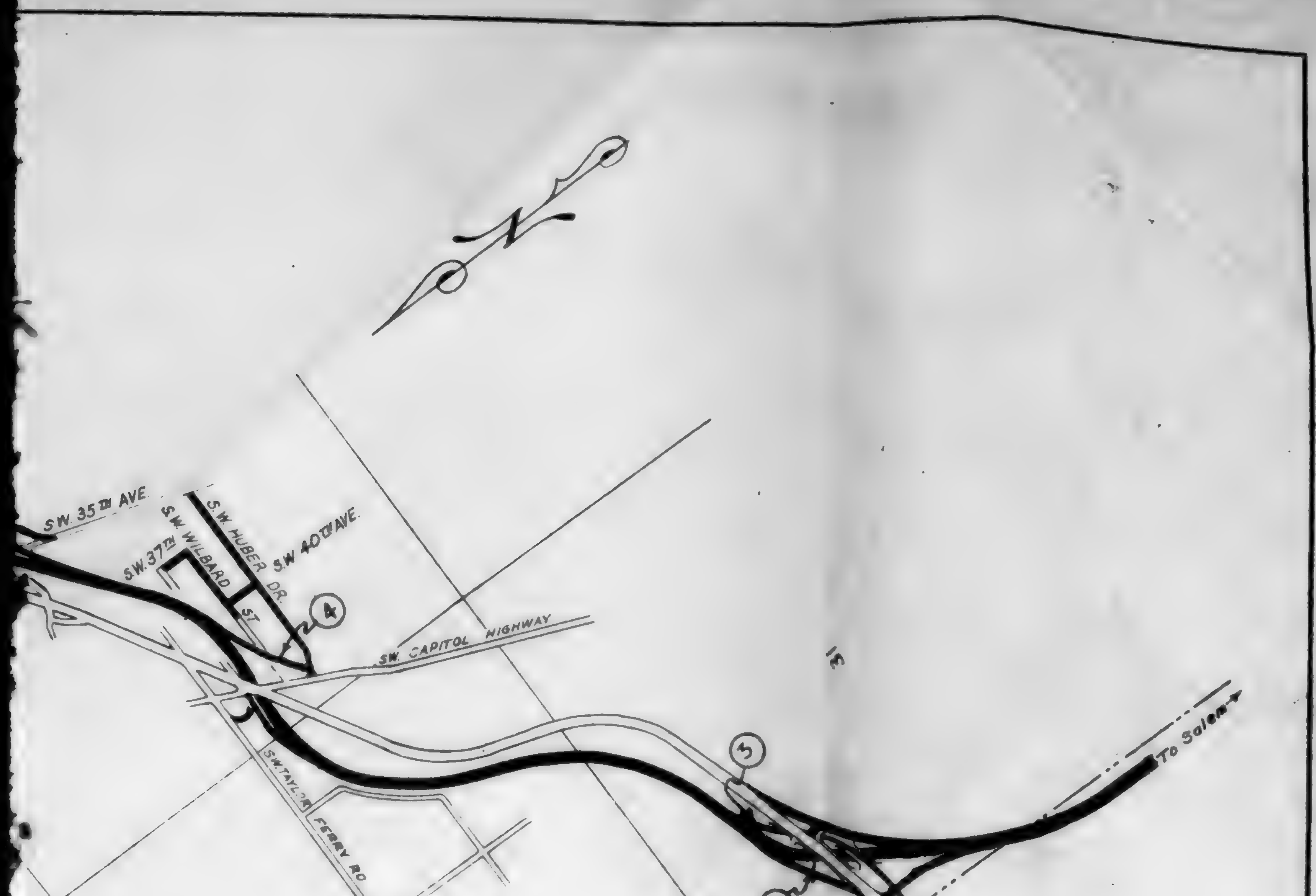
CLAY STREET – WEST PORTLAND SECTION
R. H. BALDOCK FREEWAY



WILLAMETTE
RIVER
ROSS ISLAND BRIDGE
SW MACADAM AVE.
OSWEGO HIGHWAY
To Oregon City
SW CORBETT ST
SW HOOD AVE
SW KELLY AVE
AVE
SW BARBUR BLVD.
PORTL
SW FRONT
SW 1ST
SW 2ND
SW 3RD
SW 4TH
SW 5TH
SW 6TH
HAWTHORNE BRIDGE
SW HARBOR
DRIVE
S.W. ARTHUR ST.
TERWILLIGER BLVD
SW SHERIDAN ST.
SW CARUTHERS ST
SW SHERMAN ST
SW GRANT ST
S.W. MADISON ST
SW CLAY ST
SW MARKET ST


CORBETT ST
SW BARBUR BLVD.
SW 3RD AVE.
SW BRIER PL
⑦
SW TERWILLIGER BLVD
SW SLAVIN RD
SW BERTHA BLVD
⑥
SW SPRING GARDEN ST
S.W. 19TH AVE.
⑤
MULTNOMAH BLVD
SW 26TH AVE
SW TAYLORS FERRY RD
SW 35TH AVE.
SW 37TH
SW BARBUR BLVD.
S W 30TH
TLAND
City Limits

② Open U.S. 99 at Tigard Jct.
③ " " 99W Ramp at Tigard Jct.
④ " Capitol Hwy Ramp
⑤ " Spring Garden Rd.
⑥ " Multnomah Blvd.
⑦ " Terwilliger Blvd.


N
S.W. 35TH AVE.
S.W. HUBER DR.
S.W. 40TH AVE.
S.W. 37TH
S.W. WILBARD ST
SW. CAPITOL HIGHWAY
S.W. TAYLOR FERRY RD
4
3
2
31
30
To Salem
To Tigard
MULTNOMAH COUNTY
WASHINGTON COUNTY
T.1S. R.1E.
T.1S. R.1W.

FORM E-30 50M 3-61 24397

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 2, 1961

SUBJECT: Narrative, Baldock Freeway Extension

To: Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

I attach hereto a very short narrative carrying pertinent information to be supplied to the Governor for the opening of the Baldock Freeway. It can be polished considerably, if you so wish.

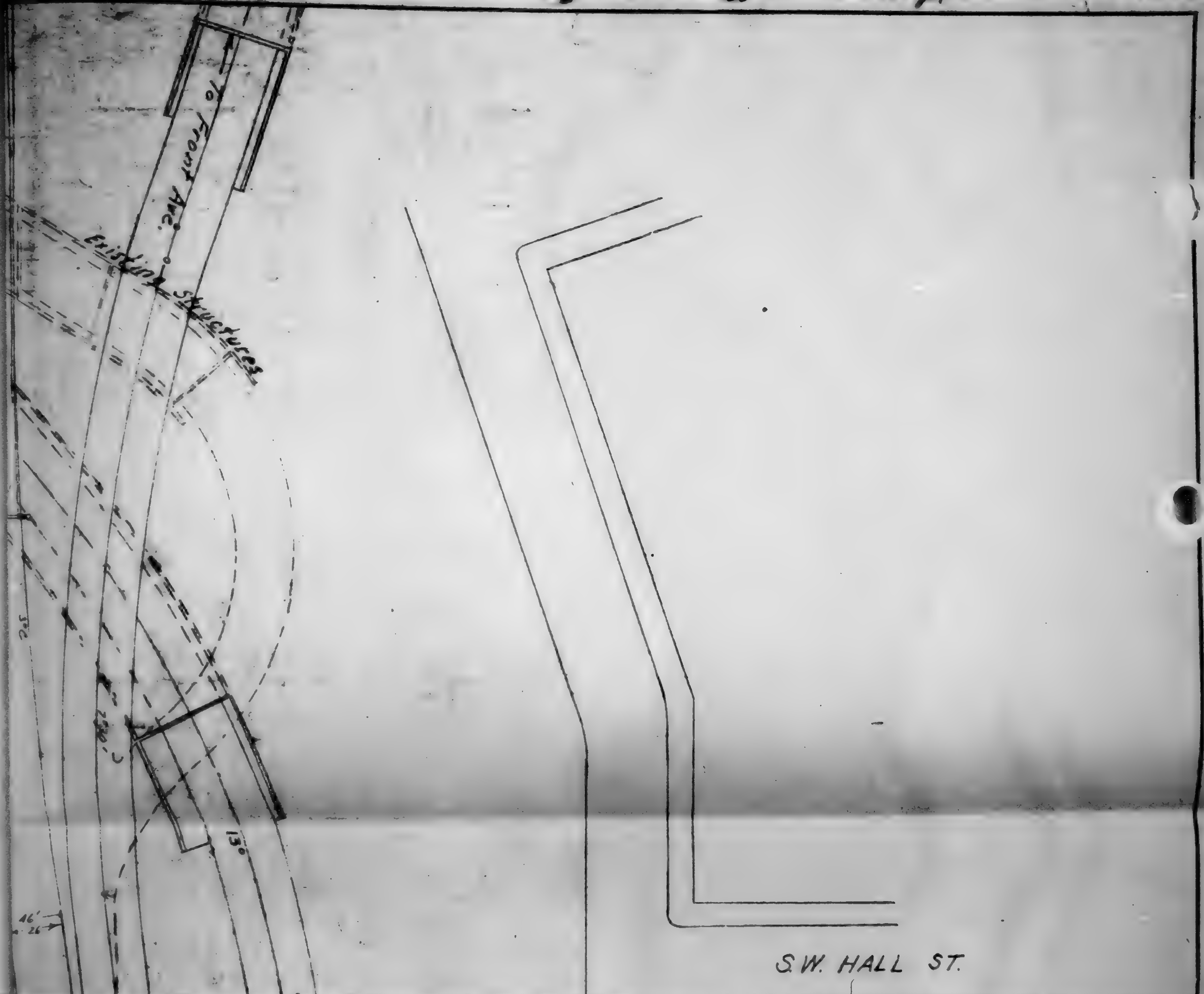
Currently, it is my belief that this section should be opened about December 1st.

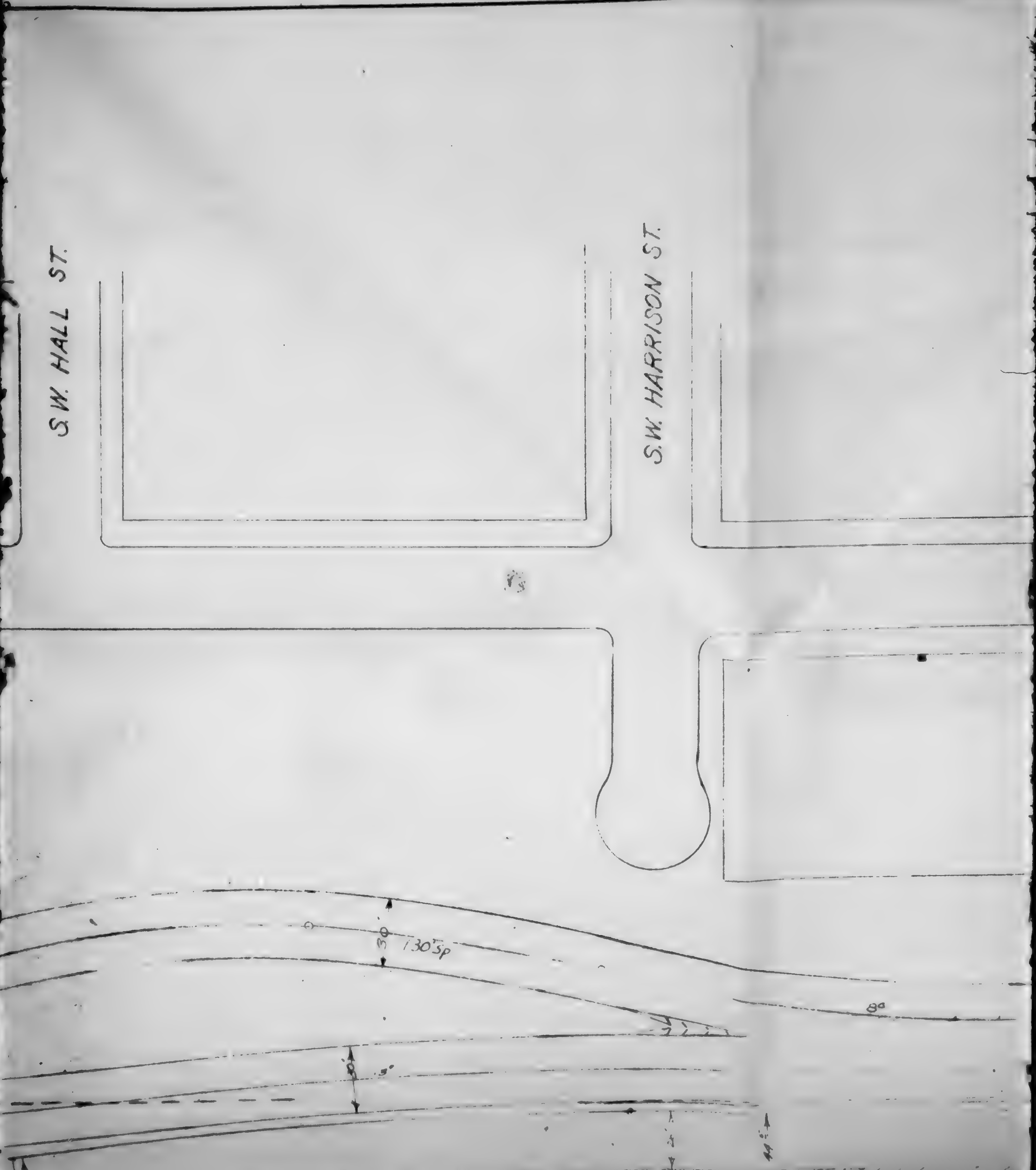
Tom Edwards
Construction Engineer

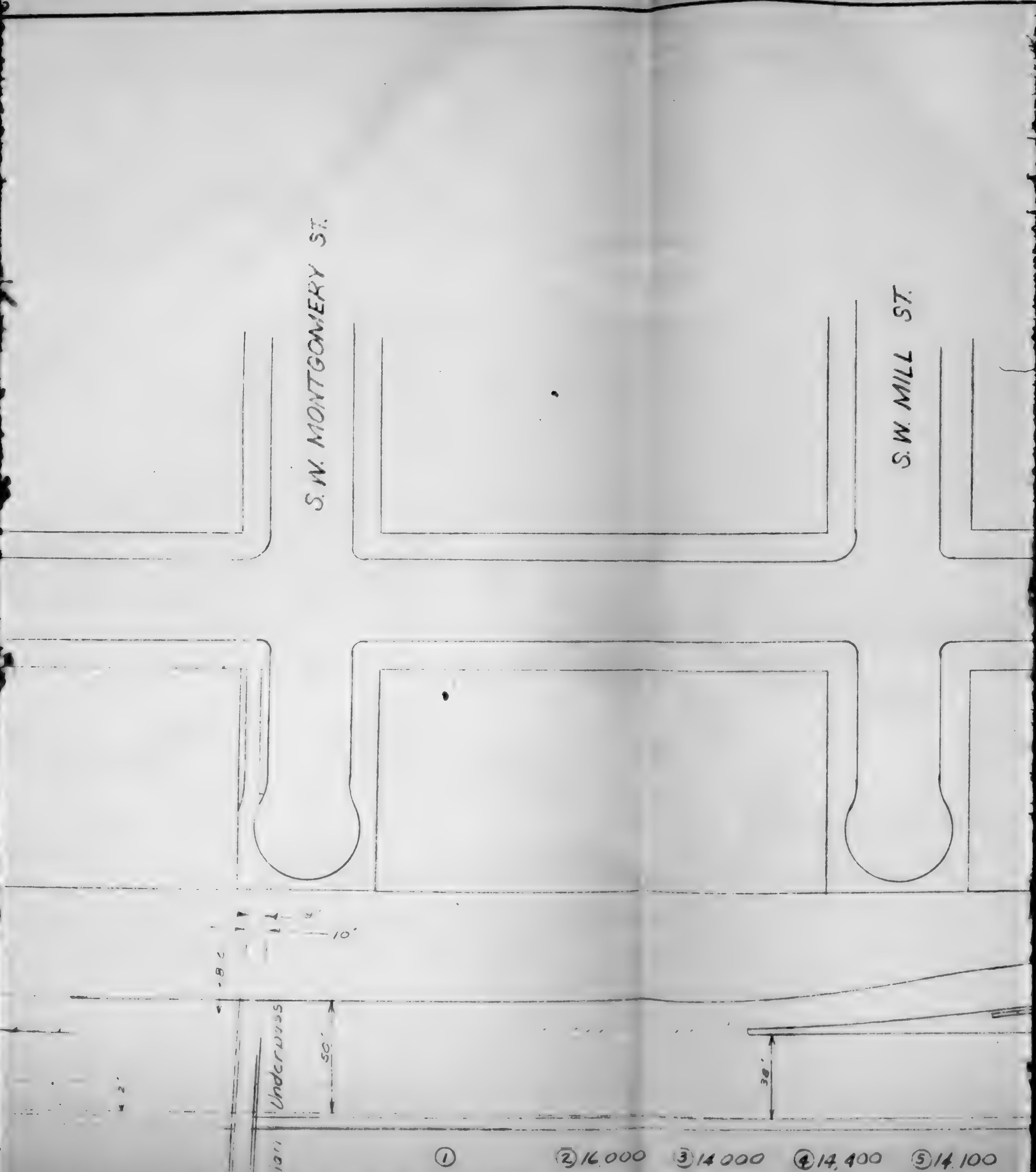
TE:jw

Attach.

RECEIVED
NOV 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

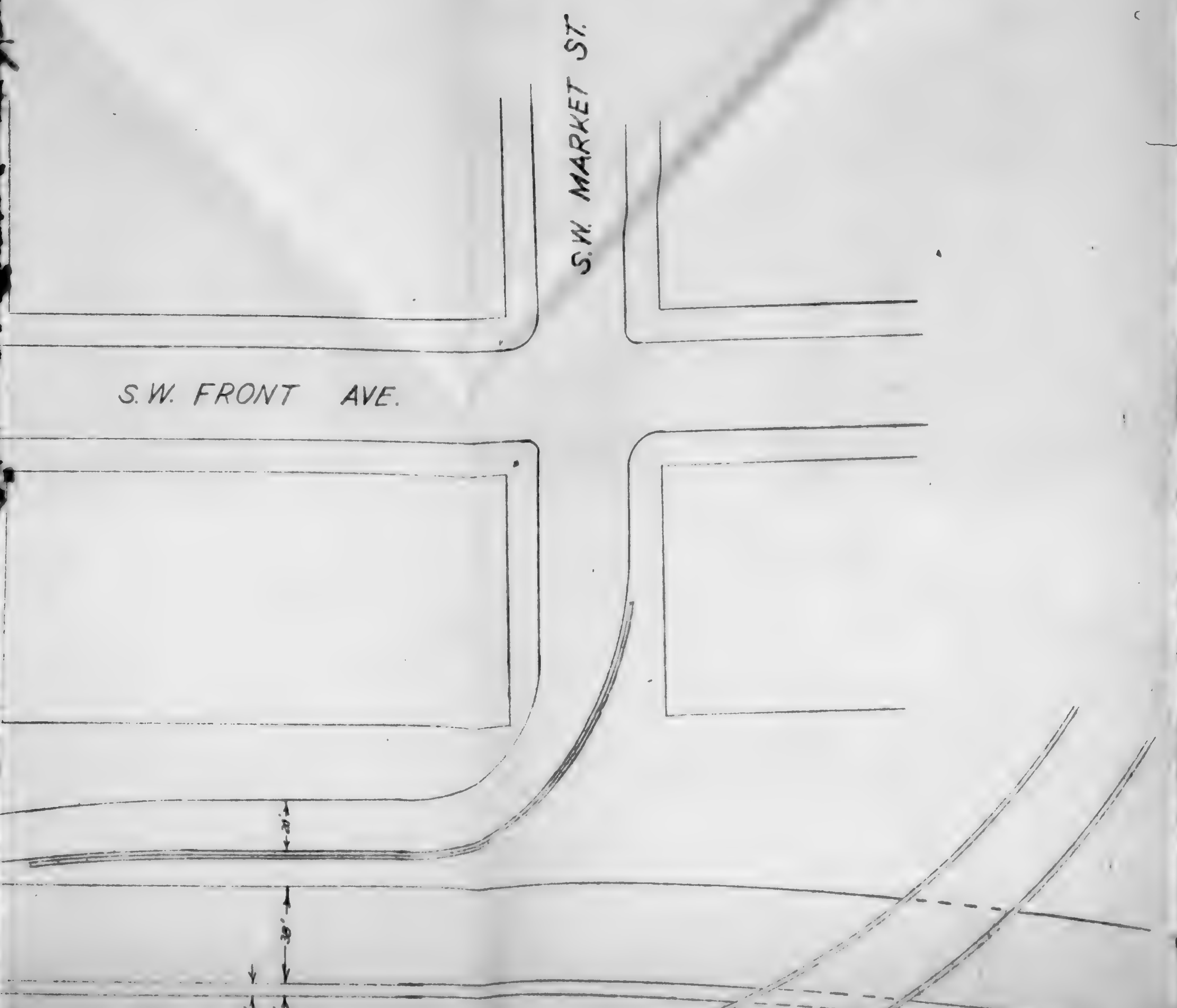

To Front Ave.
Existing Structures
3°C
7°30'
13°
16'
26'
S.W. HALL ST.

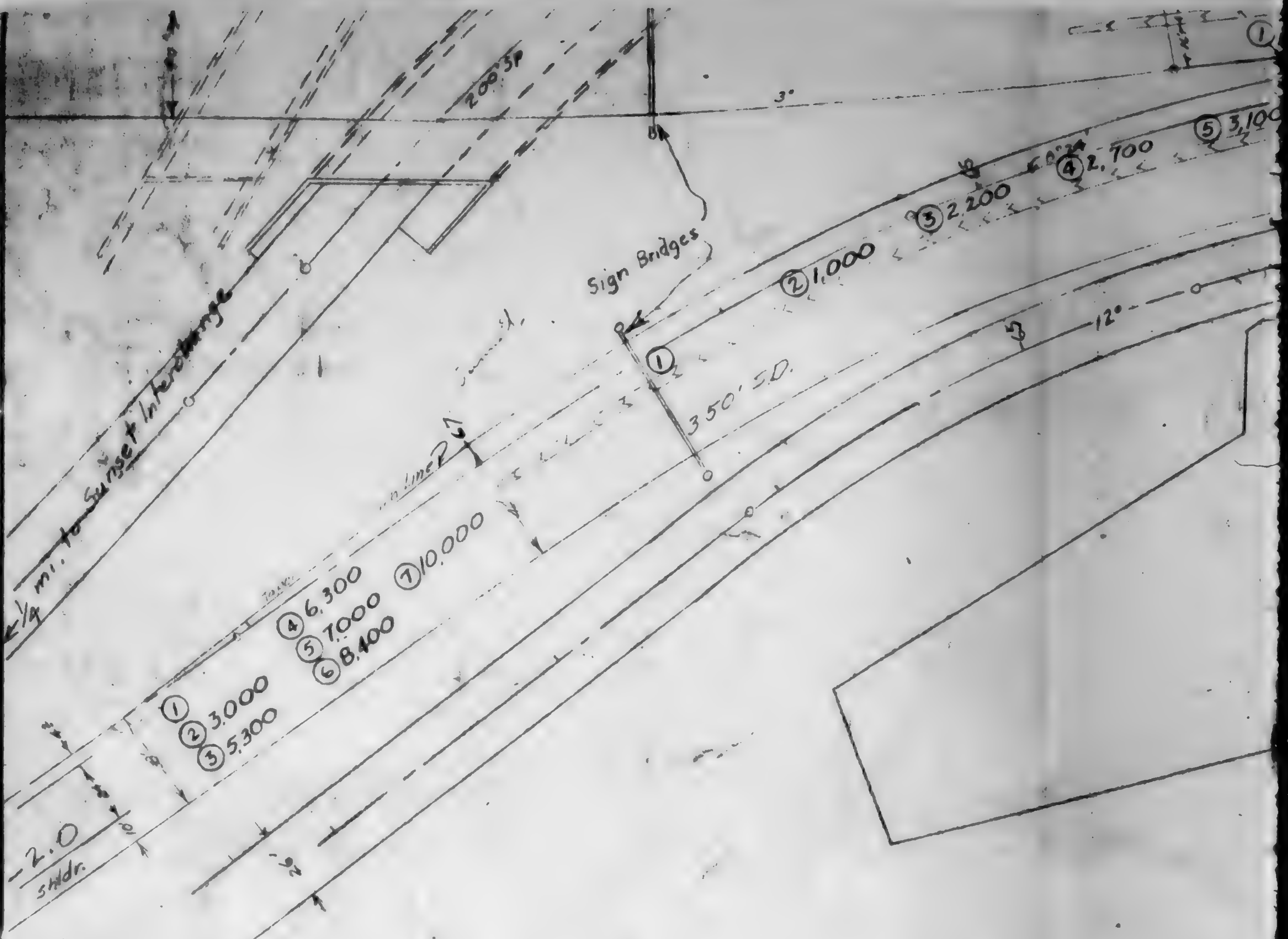

S.W. HALL ST.
S.W. HARRISON ST.
30'
130' Sp
8°
46'
26'
44'
④ 6,400
⑤ 6,200
⑥ 5,700
⑦ 5,000


S.W. MONTGOMERY ST.
S.W. MILL ST.
10'
80'
50'
Underpass
38'
①
② 16,000
③ 14,000
④ 14,400
⑤ 14,100

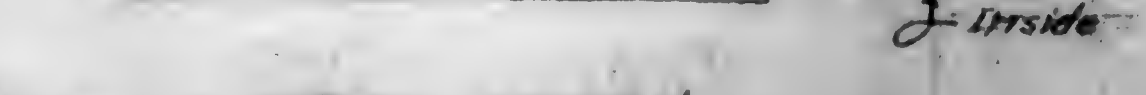
LOWELL ST.-HARBOR DRIVE SEC. BALDOCK FREEWAY MULTNOMAH COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

Standard Interchange Layout Sheet


S.W. MARKET ST.
S.W. FRONT AVE.
30'
100
⑥ 13,600
7 13,000
① 18,000
② 18,000

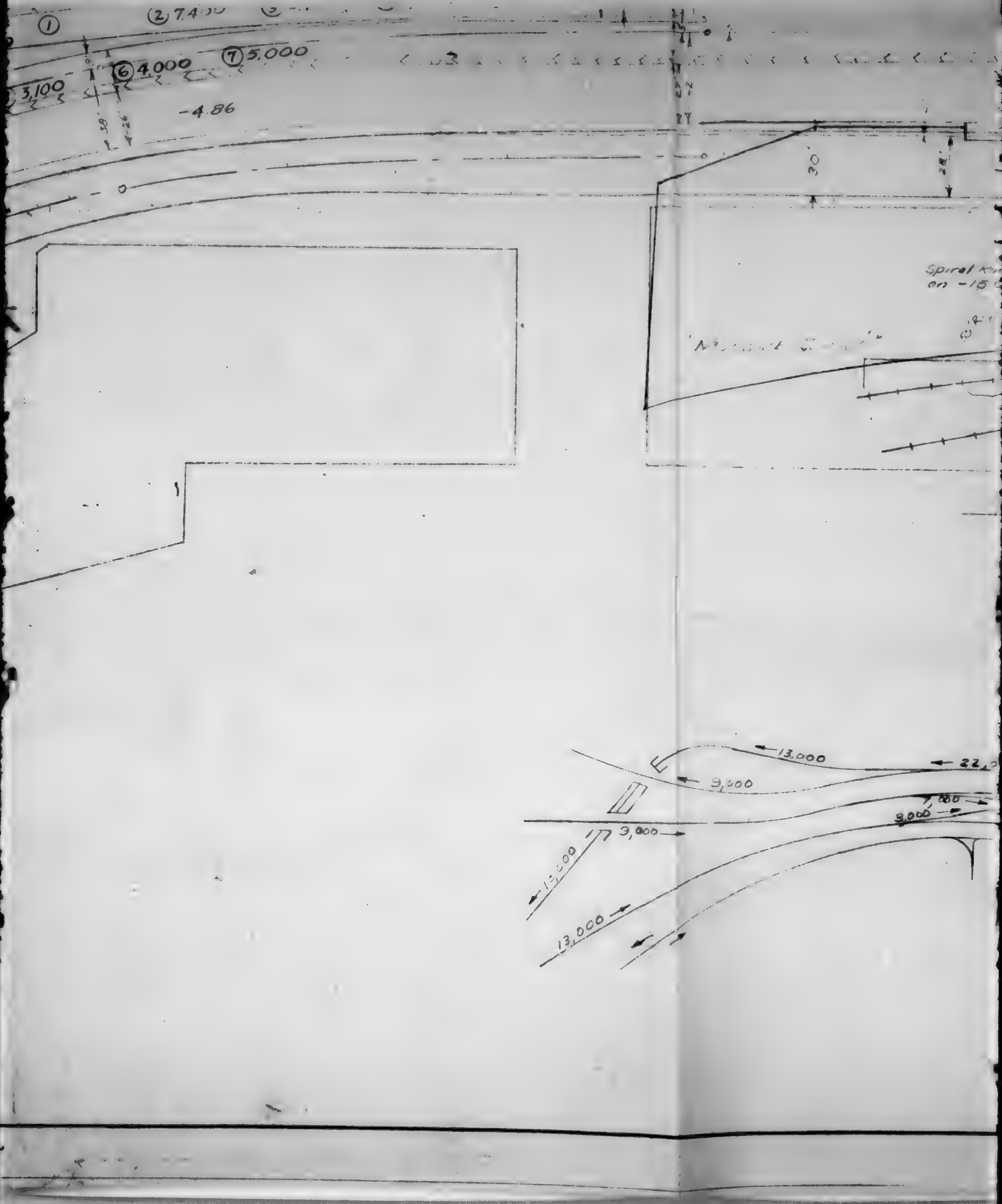


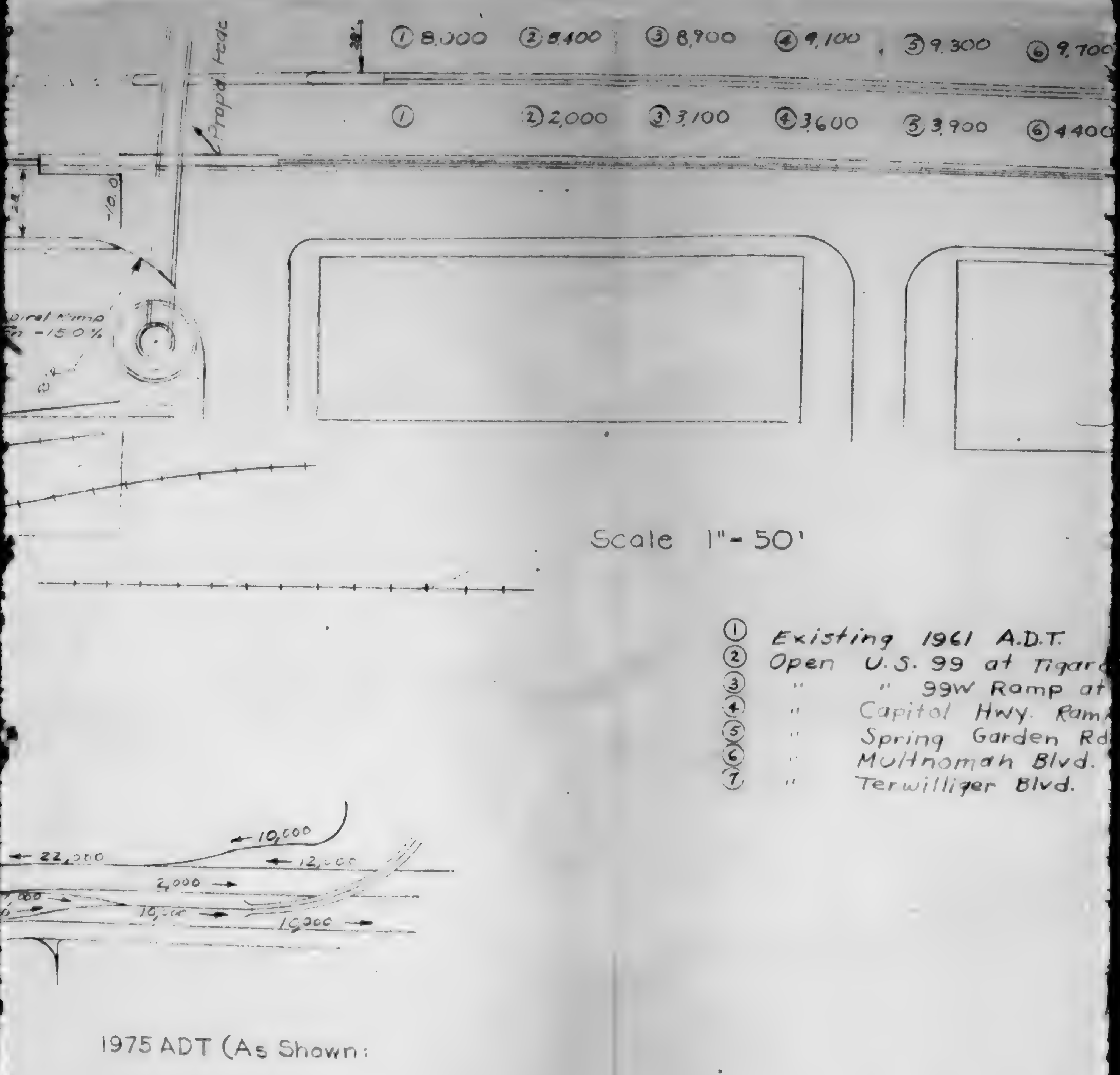
¼ mi. to Sunset Interchange
200' Sp.
3°
Sign Bridges
①
② 1,000
③ 2,200
④ 2,700
⑤ 3,100
①
350' S.D.
12°
⑦ 10,000
④ 6,300
⑤ 7,000
⑥ 8,400
①
② 3,000
③ 5,300
2.0
Shldr.

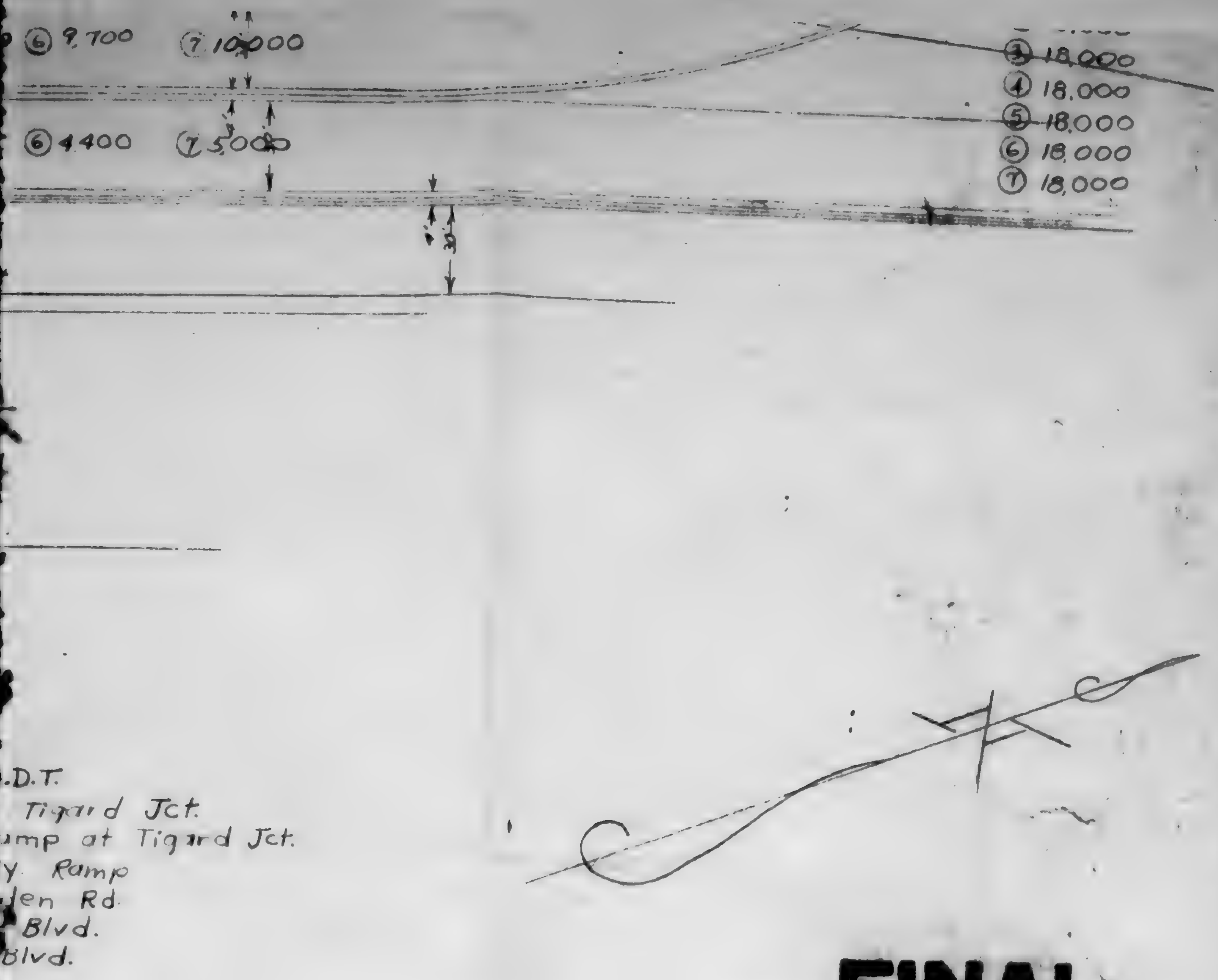


5'
30'
12.5'
℄ Inside

TYPICAL SECTION
Water Avenue Subway


①
② 7,4
⑥ 4,000
⑦ 5,000
3,100
-4.86
38'
26'
30'
28'
Spiral Kn
on -15
13,000
22,
9,000
7,000
3,000
3,000
13,000
13,000


① 8,000
② 8,400
③ 8,900
④ 9,100
⑤ 9,300
⑥ 9,700
①
② 2,000
③ 3,100
④ 3,600
⑤ 3,900
⑥ 4,400
Prop'd Hedge
-10.0
Spiral Ramp
-15.0%
Scale 1"-50'
① Existing 1961 A.D.T.
② Open U.S. 99 at Tigar
③ " " 99W Ramp at
④ " Capitol Hwy. Ram
⑤ " Spring Garden Rd
⑥ " Multnomah Blvd.
⑦ " Terwilliger Blvd.
10,000
22,000
12,000
2,000
10,000
10,000
1975 ADT (As Shown:


⑥ 9,700
⑦ 10,000
③ 18,000
④ 18,000
⑤ 18,000
⑥ 18,000
⑦ 18,000
⑥ 4400
⑦ 5,000
.D.T.
Tigard Jct.
amp at Tigard Jct.
y. Ramp
den Rd.
Blvd.
Blvd.

FINAL

NOT SUBJECT TO CHANGE

WATER AVENUE CONNECTION

BALDOCK FREEWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/14/58		Traffic Engineer
"	11-12-57	R M Stephenson	Bridge Engineer
"	9-25-57		Construction Eng'r.
"	11/7/57		Dep. Highway Eng'r.
Recommended	4/9/58		U. S. B. P. R.

Pedestrian Underpass non-participating

Revised 4/16/58 C. Jones

Revised 5/5/58

" 3/17/58 "

5Z-2

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NOV 21 1961
FOR FILING

[illegible]

4110

November 20, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5110 for grading the Lowell St. - 21st Ave. Unit of the Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County was completed by the contractor, Kuckenberg Const. Co., on June 28, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of $30,173.51 will be released to the contractor, assigned to Kuckenberg Const. Co., (a corporation), after acceptance by the Commission. The total contract amount is $1,320,516.75, of which amount $160,268.25 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Glens Falls Insurance Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

cc: Kuckenberg Const. Co.,
P. O. Box 7407
Portland 20, Oregon

RECEIVED
DEC 4 1961
FOR FILING

5110

Salem, Oregon
November 17, 1961

Opening Baldock Freeway

Mr. Tom Edwards
Construction Engineer
OFFICE

Your letter of November 2 re the steps involved in the opening of the Baldock Freeway is approved with the exception of the suggested alternate plan of closing the Clay Street ramp to Barbur Boulevard to traffic.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc W. C. Williams

FORM E-30 50M 3-61 84307

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 2, 1961

SUBJECT: Problems Attendant to Opening Baldock Freeway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

I attach hereto a sketch showing the best thinking of the Traffic Division with regard to volumes of traffic which will occur in the Clay Street vicinity when the Baldock Freeway extension into Portland is opened. These traffic predictions, I am told, are based on probable capacities rather than on traffic desire. I am told that the ultimate capacity of the Clay Street-Front Street Intersection is 10,000 vehicles per day.

It is probable that traffic jamming will occur at this ramp in the first few days of opening. It is believed that after the first few days a readjustment of traffic pattern will occur and that many users from the Terwilliger area and points southerly who have a choice will return to Barbur Boulevard, thus giving them the option of entering the city of Portland via Barbur Boulevard or Front Street. I therefore recommend that opening of the freeway be undertaken in a step-by-step manner as follows:

1. Open the Salem-Portland lanes at Tigard Interchange.

2. Open the 99W-Portland lanes at Tigard Interchange.

3. Open the Capitol Highway ramps.

4. Open the Spring Garden ramps.

5. Open Multnomah Boulevard ramps.

6. Open the Terwilliger Boulevard ramps.

An alternate plan has been considered - namely, closing the Clay Street ramp to Barbur Boulevard traffic when the Baldock Freeway is opened. This will greatly reduce the traffic on the Clay Street ramp, but it is believed that a greater evil will be generated at the Oak Street entrance.

Hence, this plan should not be considered.

With respect to the stage opening program, it is our belief that all possible off-ramps should be opened at the initial step. The on-ramps only will be opened progressively.

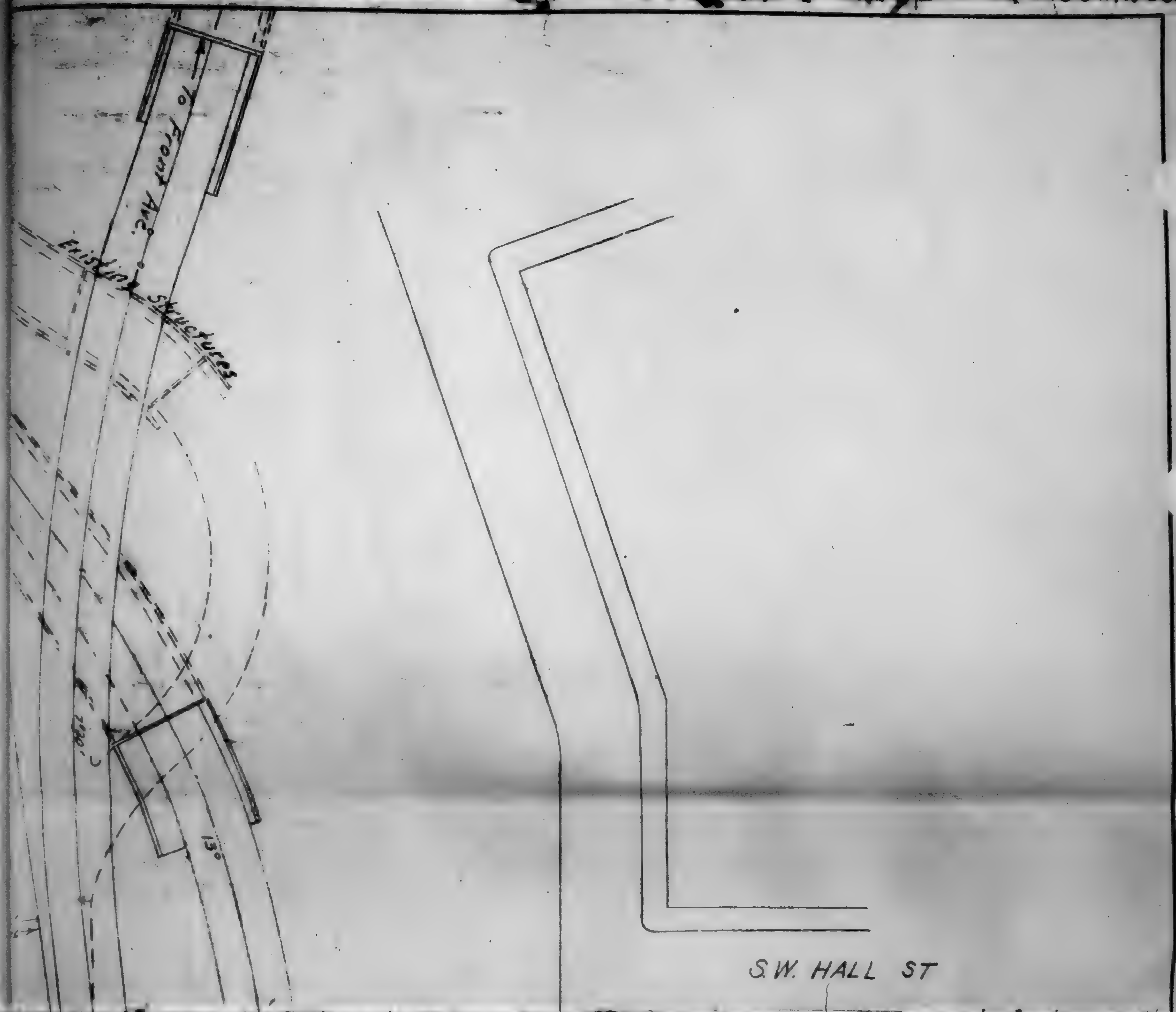
With your approval, I will proceed with this plan alerting both City and State forces in Portland in order that the prepatory work may be done.

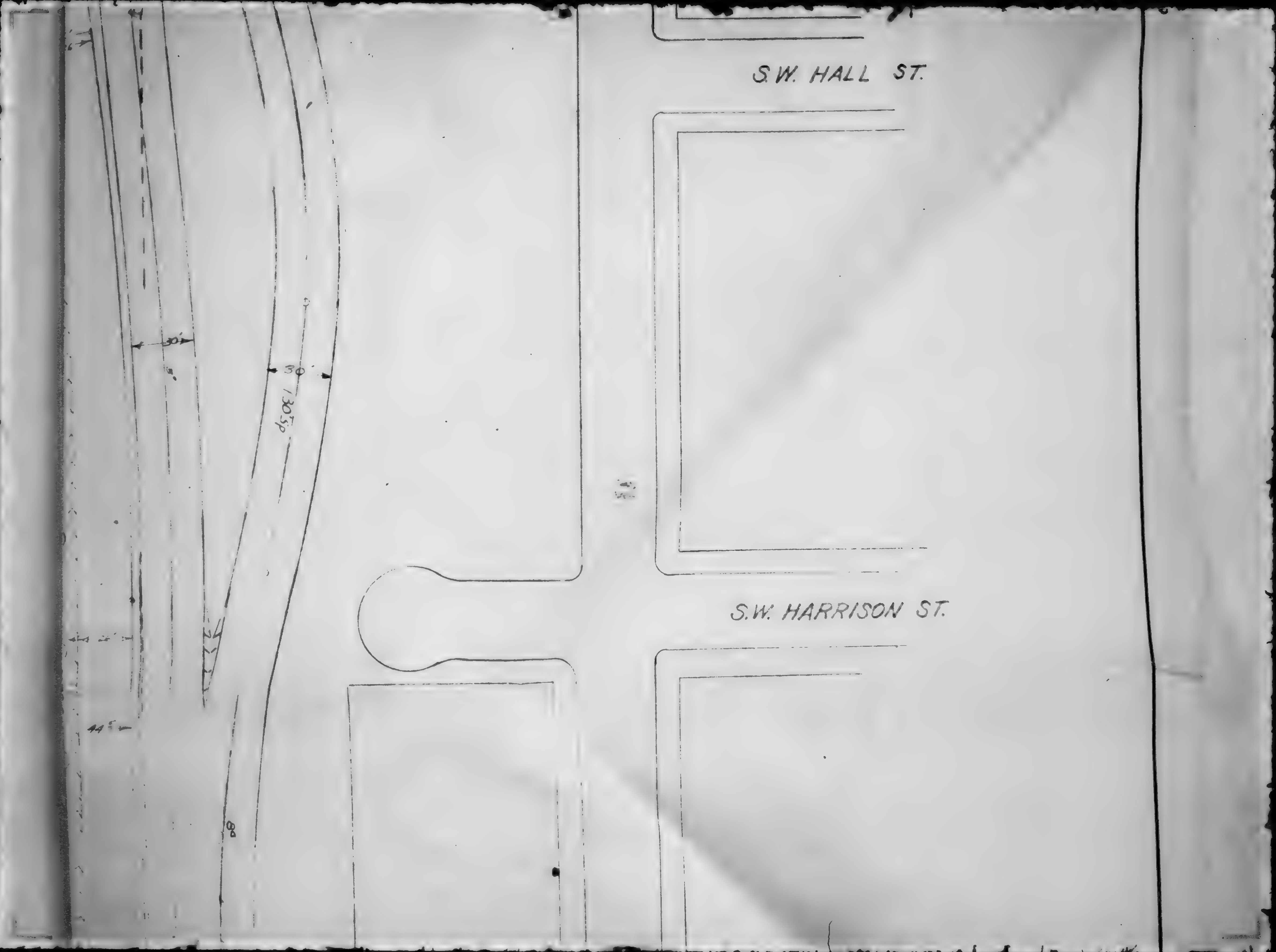
Tom Edwards
Construction Engineer

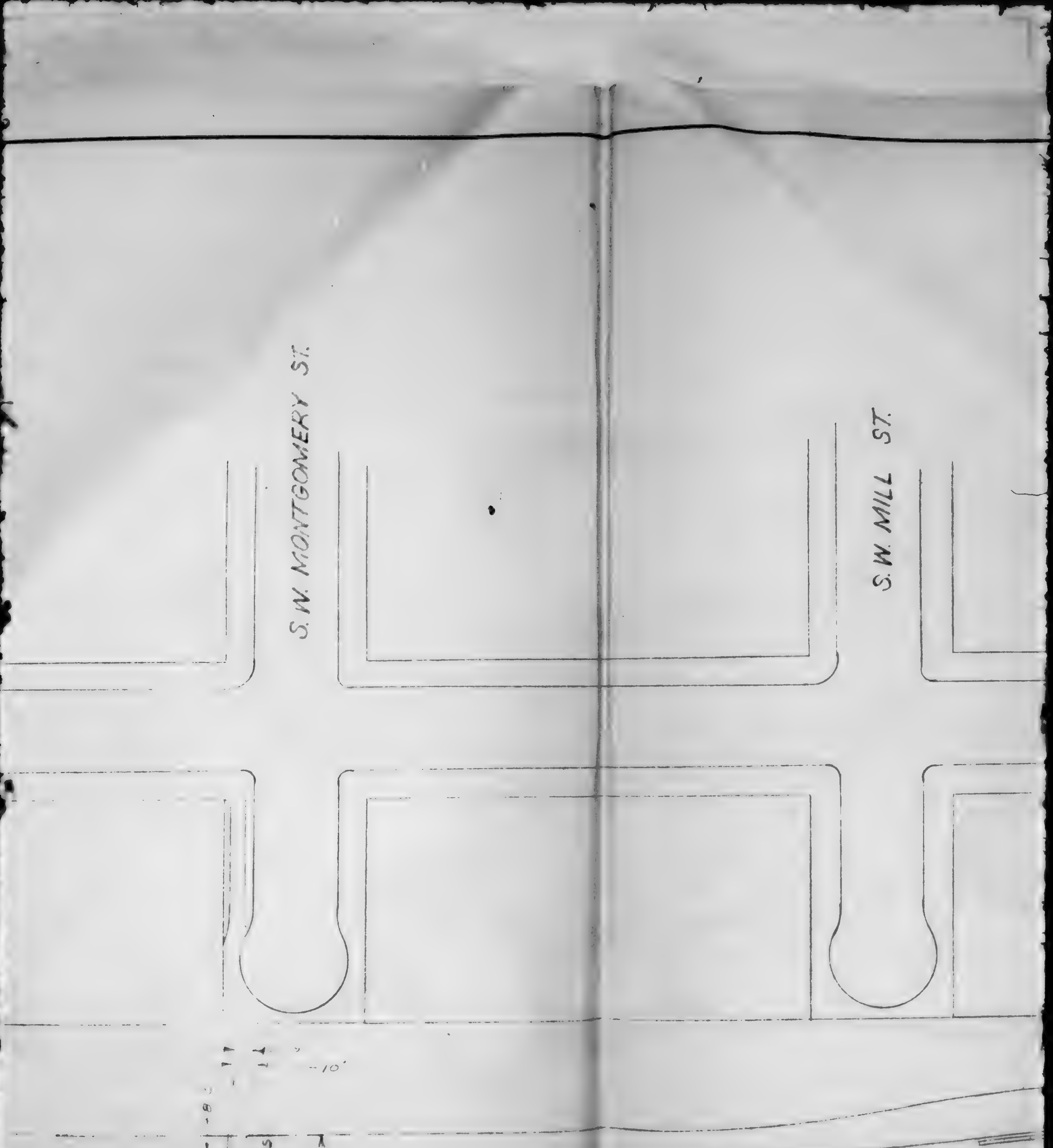
TE:jw

Attach.

RECEIVED
NOV 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

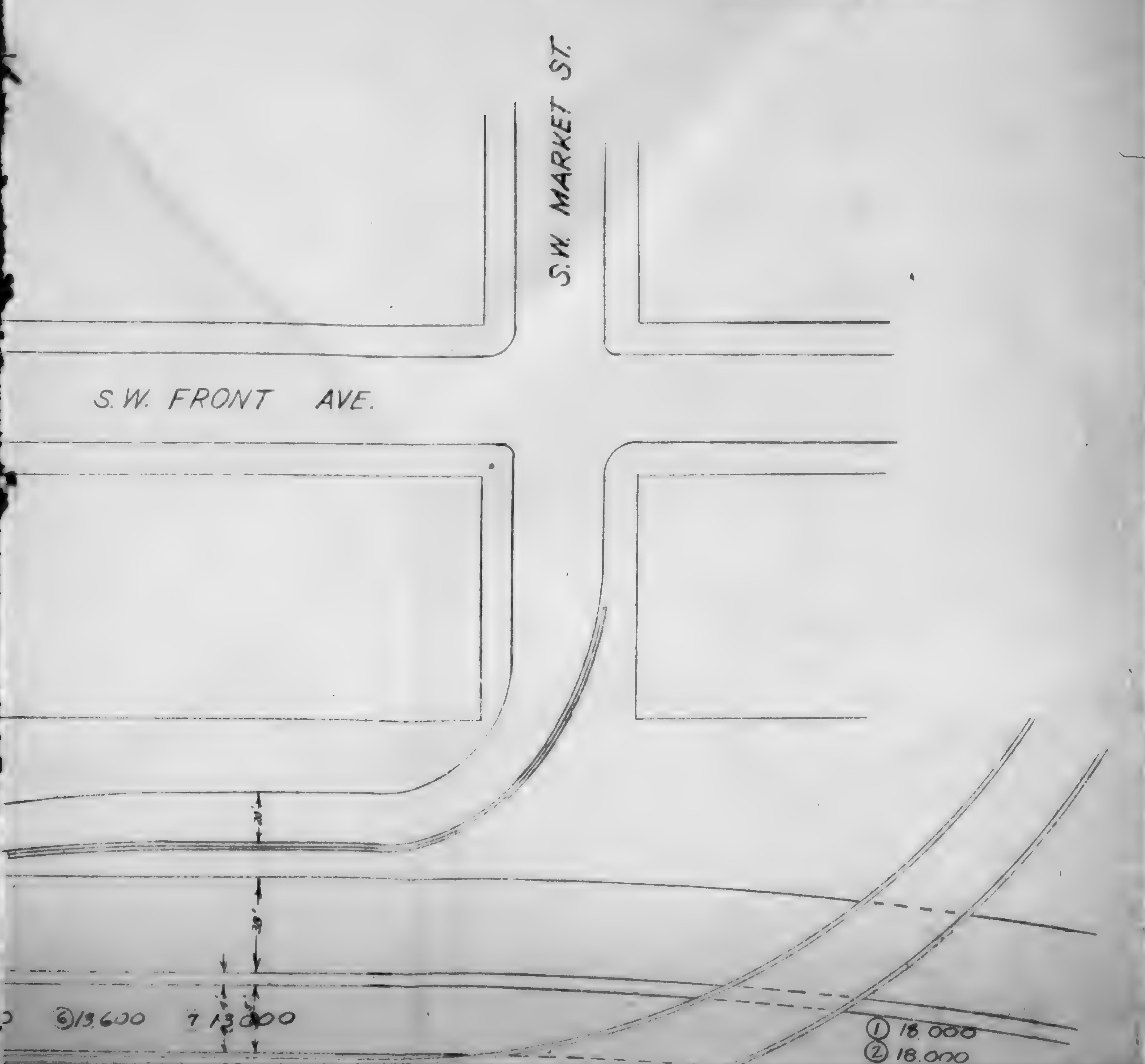

To Front Ave.
Existing Structures
7°30'
13°
S.W. HALL ST

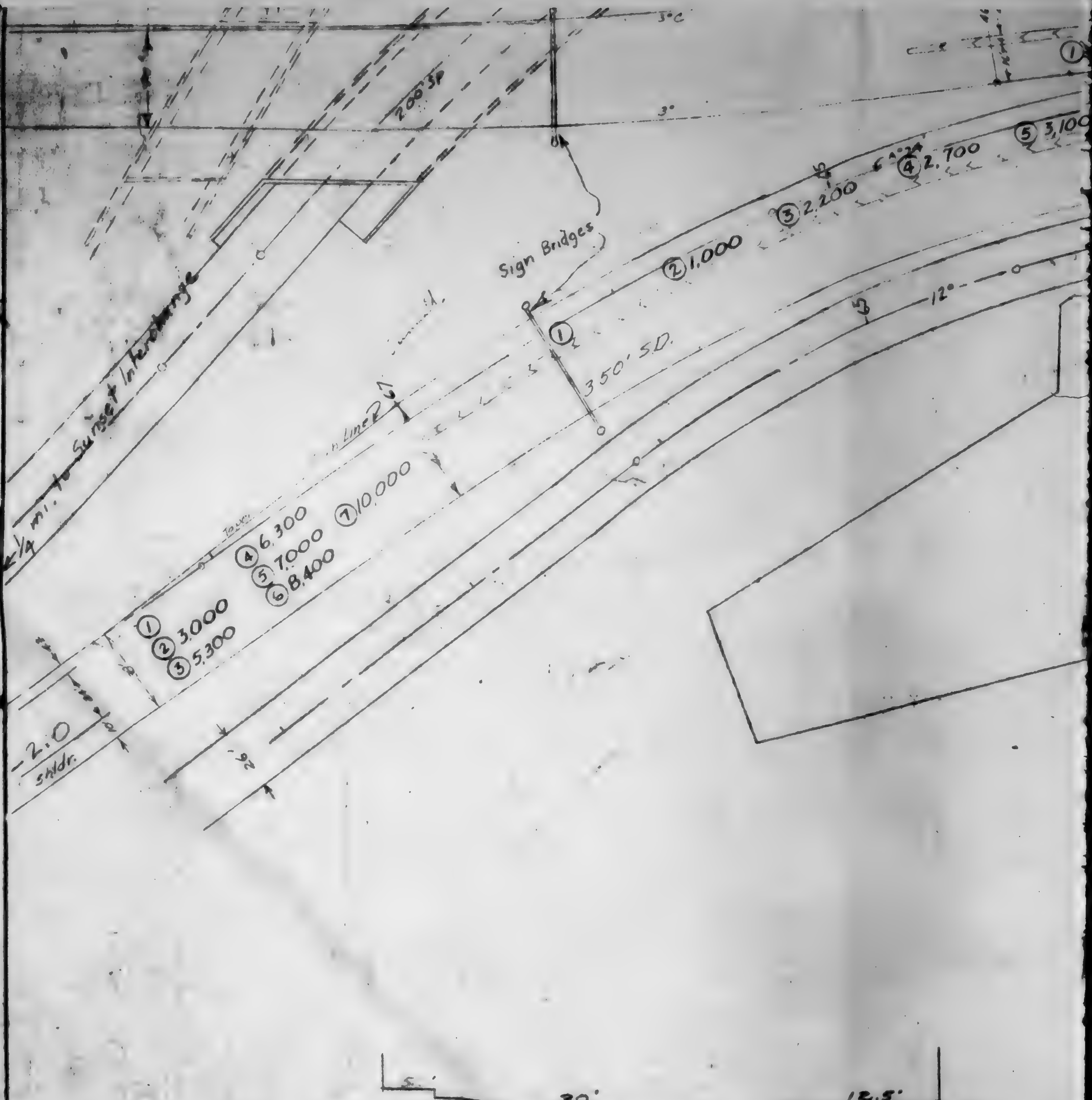

S.W. HALL ST.
S.W. HARRISON ST.
30'
130' Sp
30'
44'
8°


S.W. MONTGOMERY ST.
S.W. MILL ST.
8'
10'
50'
38'
Under
①
② 16,000
③ 14 000
④ 14,400
⑤ 14 100
⑥

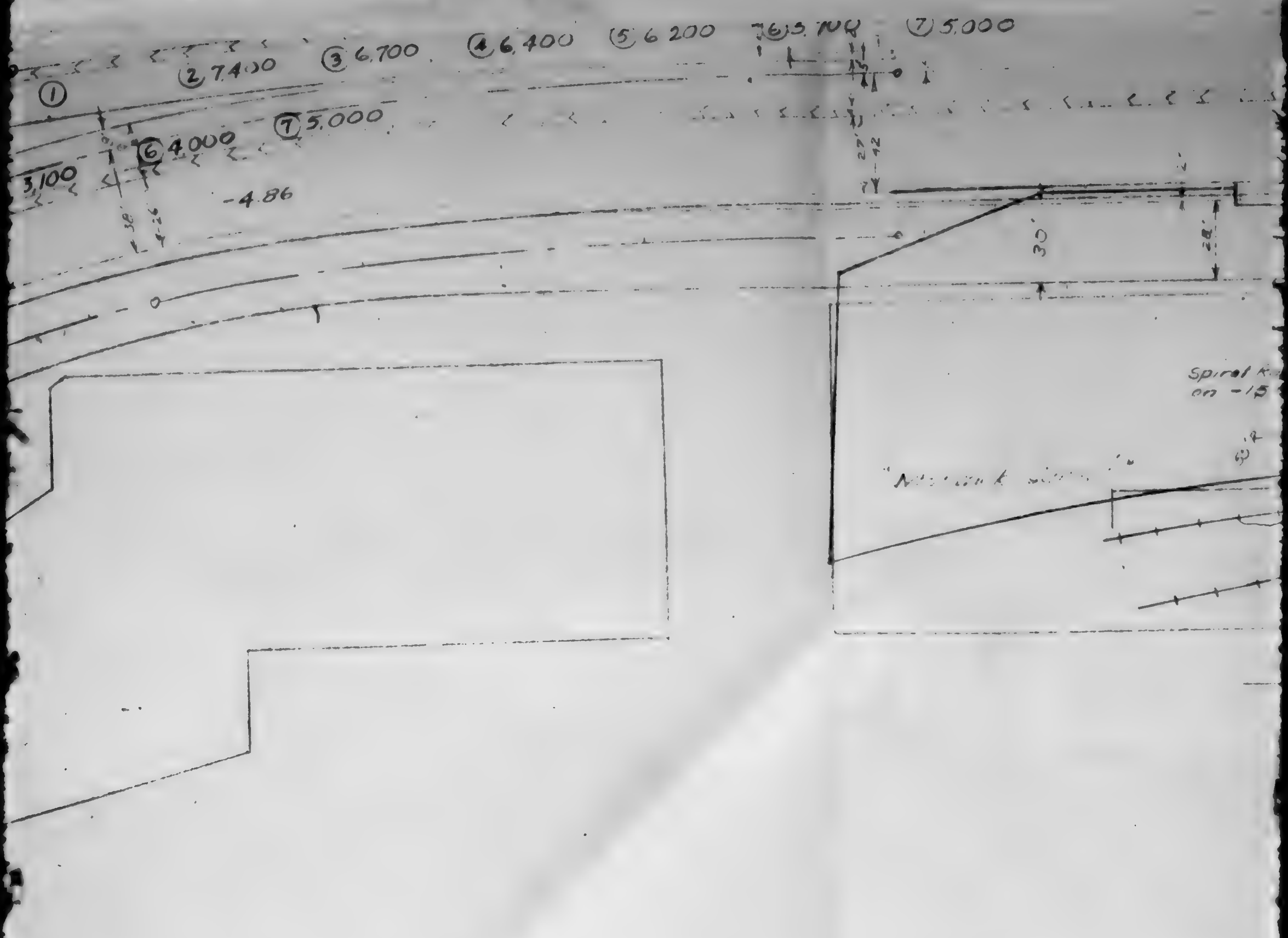
LOWELL ST.-HARBOR DRIVE SEC. BALDOCK FREEWAY MULTNOMAH COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

Standard Interchange Layout Sheet

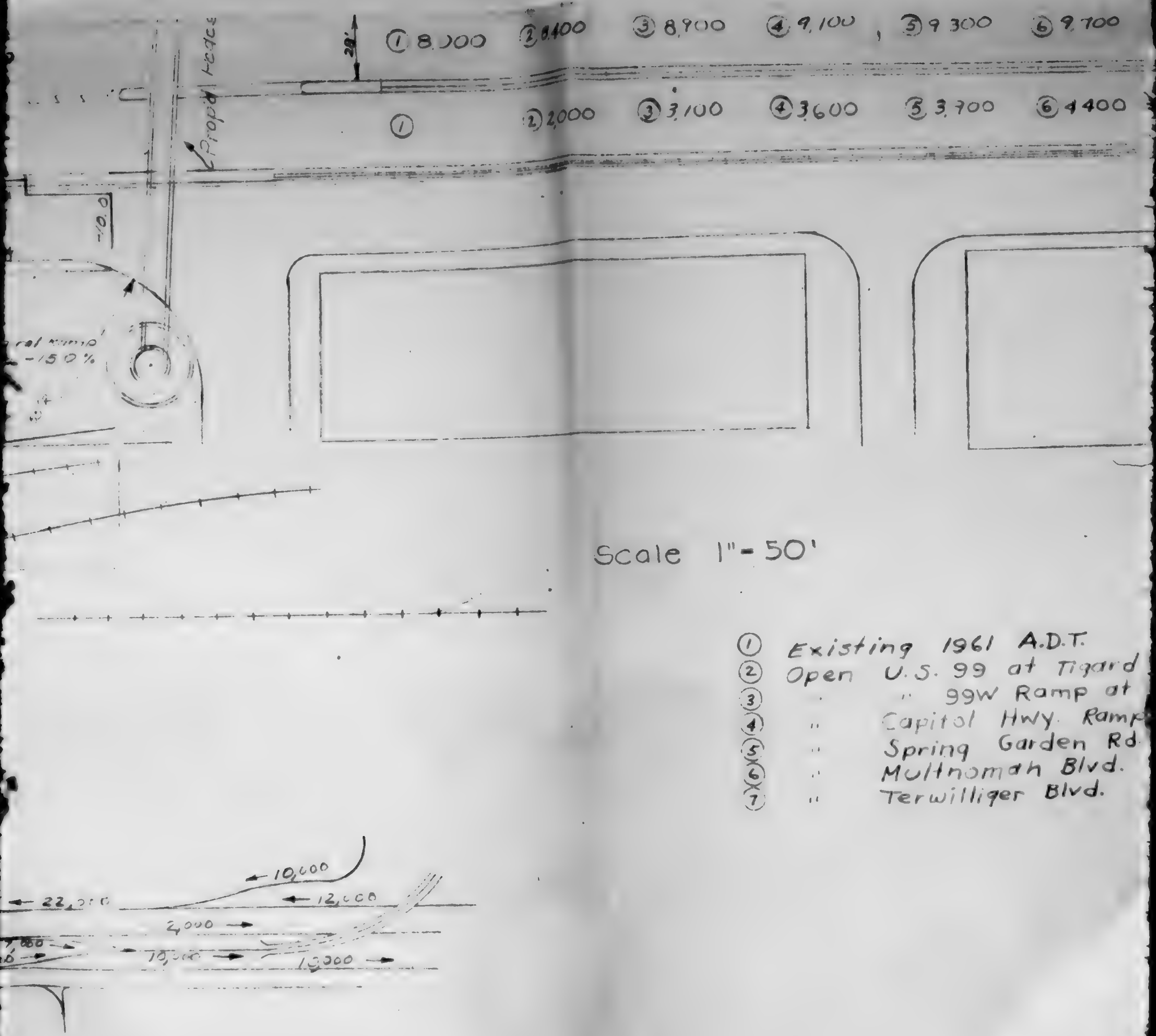

S.W. MARKET ST.
S.W. FRONT AVE.
20'
30'
⑥ 13,600
7 13,000
① 18,000
② 18,000


3°C
3°
200 Sp
¼ mi. to Sunset Interchange
Sign Bridges
① 350' S.D.
②1,000
③2,200
④2,700
⑤3,100
①
12°
①
②3,000
③5,300
④6,300
⑤7,000
⑥8,400
⑦10,000
2.0
shldr.
26'
5'
30'
12.5'
℄ Inside

TYPICAL SECTION
Water Avenue Subway



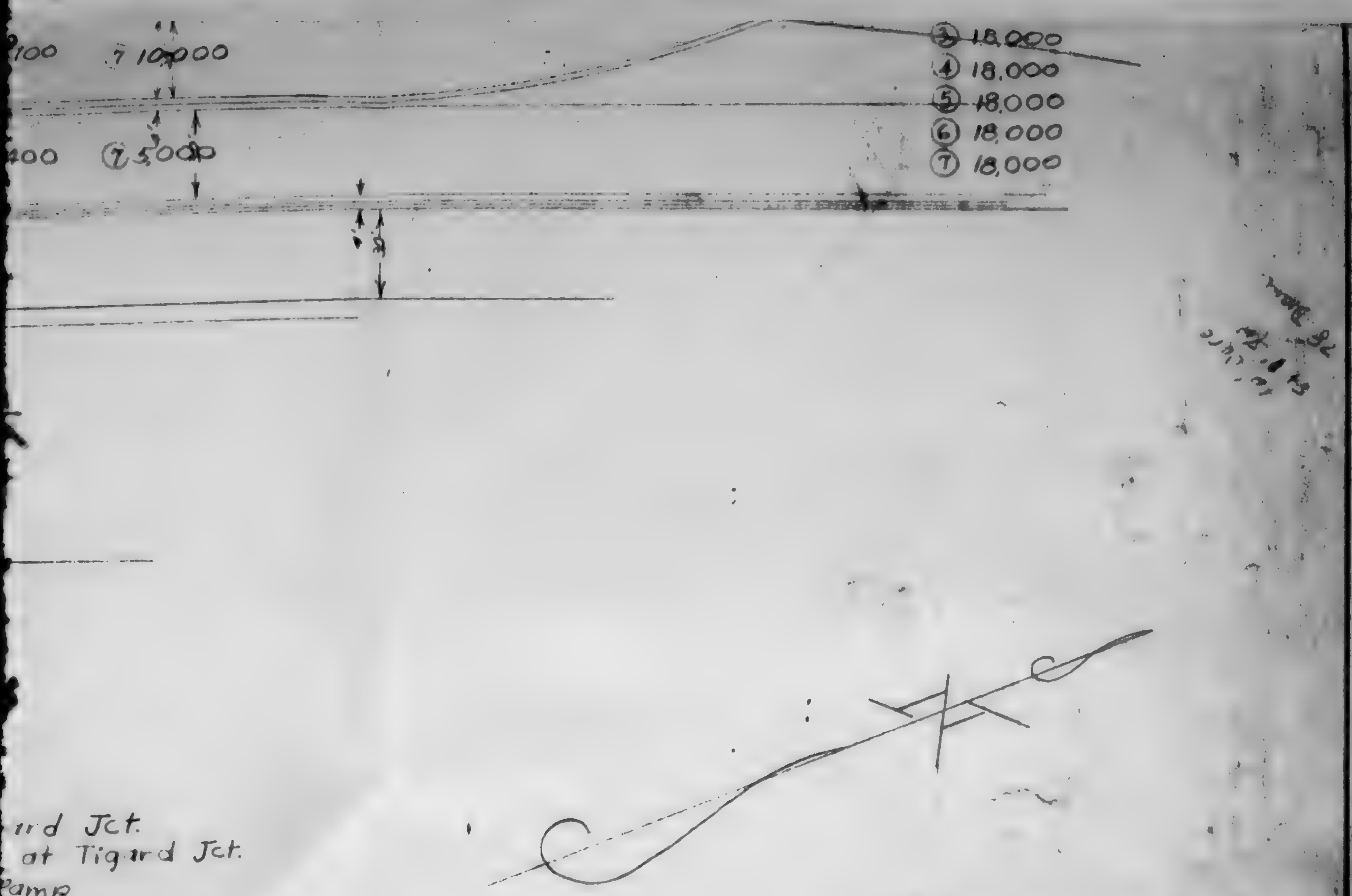
①
② 7,400
③ 6,700
④ 6,400
⑤ 6,200
⑥ 5,100
⑦ 5,000
⑦ 5,000
⑥ 4,000
3,100
-4.86
38'
26'
27'
12'
30'
28'
Spiral
on -15
13,000
9,000
22
7,000
3,000
9,000
13,000
13,000


① 8,000
② 8,400
③ 8,900
④ 9,100
⑤ 9,300
⑥ 9,700
28'
Prop'd Hedge
①
② 2,000
③ 3,100
④ 3,600
⑤ 3,700
⑥ 4,400
-10.0
ral ramp
-15.0%
10,000
22,000
12,000
2,000
7,000
10,000
10,000

Scale 1"-50'

① Existing 1961 A.D.T.
② Open U.S. 99 at Tigard
③ " " 99W Ramp at
④ " Capitol Hwy. Ramp
⑤ " Spring Garden Rd.
⑥ " Multnomah Blvd.
⑦ " Terwilliger Blvd.

1975 ADT (As Shown


100
7 10,000
400
7 5,000
3 18,000
4 18,000
5 18,000
6 18,000
7 18,000

ird Jct.
at Tigard Jct.
amp
Rd.
d.
d.

FINAL

NOT SUBJECT TO CHANGE

WATER AVENUE CONNECTION			
BALDOCK FREEWAY			MILE POST
	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/14/58		Traffic Engineer
"	11-12-57		Bridge Engineer
"	9-25-57		Construction Eng'r.
"	11/7/57		Dep. Highway Eng'r.
Recommended	4/9/58		U. S. B. P. R.

Pedestrian Underpass non-participating

Revised 4/16/58 C. Jones

~~Revised 3/5/58~~

" 3/17/58 "

5Z-2

RECEIVED
17 1961
FOR FILING
[illegible]
5110

November 16, 1961

2.2.18

Mr. Henry Kuckenberg, President
Kuckenberg Construction Co., Inc.
P. O. Box 7407
Portland 20, Oregon

Dear Sir:

This is in answer to your inquiry of November 9, concerning final payment on Contract No. 5110, the Lowell Street-21st Avenue Unit in Portland.

The final estimate has been checked and the voucher will be mailed to you probably within 24 hours.

Our records indicate that Form P.R. 47, which is called for in the contract and which lists materials and supplies used on the project, has not been submitted. If this is correct, may we suggest that this be sent in at your earliest convenience. This contract has been accepted by the Commission on the basis that the acceptance will be effective only when the data is received. The State law prohibits the Secretary of State from approving more than 97 per cent of the final contract amount for payment until official acceptance of the contract by the Highway Commission.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. R. L. Porter

er

PLEASE RETURN TO
FORREST COOPER

KUCKENBERG CONSTRUCTION CO., INC.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
ALpine 3-7533

PORTLAND 20, OREGON

November 9, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
State Highway Engineer

Gentlemen:

We wish to call your attention to the final estimate on the Lowell St. - 21st Ave Unit, Harbor Drive, Multnomah County line, Contract 5110 which shows a balance due us in retained percentage of $34,967.60, plus additions to the last estimate.

This contract was completed by us June 30, 1961. Since that time one hundred and thirty days have elapsed. It has always been our understanding that a final estimate would be submitted to the contractor approximately thirty days after completion. We understand from the local highway engineers in Portland that the holdup on this final estimate is the Salem office.

We feel that inasmuch as we have sustained an operation loss exceeding $400,000.00 on this contract due to circumstances beyond our control that we are entitled to consideration. We cannot understand the reason for deliberately holding up our estimate. I would suggest that you send us a check covering the balance due us holding back say 10% of the $34,967.60.

Kindly acknowledge receipt of this letter.

Porter

Very truly yours,

KUCKENBERG CONSTRUCTION CO. INC.

Henry Kuckenberg

HK:gl

Henry Kuckenberg, President.

RECEIVED
NOV 13 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 13 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 29, 1961

Section Lowell St.-21st Ave. Unit Harbor Drive-Washington Co. Line

Kind of work Grading

Highway Pacific County Multnomah

Section prefix 26-1096

Contractor Kuckenberg Construction Co.

Contract number 5110

Date of contract January 31, 1958

Specified work days 200

Date work started January 3, 1958

Work days used 200

Project authorization $ 1,629,757.69

Exclusive of engineering $ 1,474,743.81

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 1,454,021.08

Estimated per cent xxxxxxx or underrun 1.4 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 155,013.88

Engineering cost to date $ 152,353.04, 98.3 %

Date project was completed June 28, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	XX

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final Estimate submitted to the Metropolitan Office Friday, September 29, 1961.

There will Be no further weekly reports on this project.

NOTED

RECEIVED

1961

Signed Ray W. Pyle Resident Engineer

Address 5821 N. E. Glisan St., Portland 13, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.9				
Miles partially completed	2.9				
Miles completed	2.9				
Total estimated quantities (contract)	850,000 CY	7,500 CY		10 T	1,150 T
Total quantities corrected to date	809,062.8CY	6,575 CY		0	1,304 T
Estimated quantities moved or placed to date	809,062.8CY	6,575 CY		0	1,304 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Showers		
Friday	Fair		
Saturday			

RECEIVED
AUG 16 1961
FOR FILING

[illegible]

5110

August 15, 1961

2032

Mr. Henry Kuckenberg, President
Kuckenberg Construction Company
Post Office Box 7407
Portland 20, Oregon

Dear Sir:

S[illegible]227

We have for some time been holding a claim submitted by you having to do with exchange of materials between the Terwilliger Bridge contract and the Lowell Street-21st Avenue contract and have recently received the claim which you submitted for backfilling under the Iowa Street Bridge. These claims have both been recommended favorably to the Bureau of Public Roads. Both have been denied by them.

In regard to the claim for exchanging material between the Lowell Street and Terwilliger projects, the issue is clouded by the fact that it was covered under verbal agreement between the contractor's superintendent and the resident engineer and was advantageous both to the contractor and the State.

With regard to the claim concerning backfilling under the Iowa Street Bridge, we believe there are many elements which justify payment of this claim. The Bureau of Public Roads has refused to participate on the basis that the standard speifications require the contractor to '...perform all grading, leveling, ditching, backfilling, earth moving .... required in construction of the project... .

Without Bureau of Public Roads approval, we cannot therefore honor either of these claims.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. C. G. Polk
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Lloyd Shaw
TE:jw ms

FORM E-80X 50M 2-60 26119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1961

To: Memo to the Files

SUBJECT: Lowell Street-21st Avenue Unit
Contract #5110

We have received from the contractor on this project, Kuckenberg Construction Company, a claim in the amount of $6,263.26 for the cost of backfilling under longitudinal and transverse beams of the Iowa Street Structure between Stations 170+70 and 177+80.

Before proceeding with this backfill work the contractor notified the State that he would present to the State at the completion of the work, force account bills. The facts outlined by the contractor pertaining to this claim are listed below:

1. The structure plans for the Iowa Street Structure (a separate contract) shows on Drawing #13483 that the bridge contractor would be required to perform general excavation work under the bridge ends in order to facilitate the bridge construction itself. This drawing also contains the notice that the backfilling of the bridge ends would be accomplished by the bridge contractor. I have checked with the bridge people and they inform me that the notifications on their plans indicated to them that the backfilling work would be done on the bridge project. However, there was no item in the bridge job to pay for the necessary backfilling. The bridge engineer, therefore, decided not to require the contractor to do the work, but instead to leave it for the grading contractor. As far as I can determine, this action was taken without the knowledge of the grading people.

2. The contractor on the grading project was also a bidder for the Iowa Street Structure contract. He claims that he was aware of the intention that the backfilling would be done on the structure contract and did not, therefore, make ~~analysis~~ allowance for doing the work on the grading contract.

3. The grading contract was awarded prior to the time that the structure contract was finaled out.

4. The plans for the grading contract on Page 6 show a free haul bracket which covers the area of the north end of the bridge but not the south end. It states within this free haul bracket that there is 1,988 cubic yards of excavation which will be used to make 1,729 cubic yards of embankment. Completed construction figures now indicate that there was approximately 1,700 cubic yards of embankment in this area under general earth work. In other words, no bridge backfill is included in this free haul bracket.

5. Approximately 1,000 yards of material was used to accomplish the backfilling work required.

6. Based on the circumstances outlined above, we recommend payment of the claim (after audit). However, the Bureau of Public Roads officials refused to participate in the claim on the basis that the standard specifications require the contractor to "perform all grading, leveling, ditching, backfilling, earth moving, and other excavation and embankment construction work required in the construction of the project".

7. Under the circumstances, we have no alternative but to deny the claim entirely.

A Rough Draft of a letter to Mr. Kuckenberg is enclosed for your consideration.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:jk

cc: Mr. Forrest Cooper
Bureau of Public Roads
Mr. Lloyd Shaw

PLEASE RETURN TO
FORREST COOPER

KUCKENBERG CONSTRUCTION CO., INC.

GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
ALPINE 3-7533

PORTLAND 20, OREGON

April 18, 1961

REFERRED TO
Cooper
By State Highway Engineer

Oregon State Highway Department
Salem
Oregon

Re: Terwilliger Blvd. Unit
Contract #5227

Attention: Mr. W. C. Williams, Highway Engineer

Gentlemen:

We are in receipt of your letter dated January 11, 1961, concerning our claim for additional compensation of the above named project.

In going over the original cross sections and the fill sections of the grading as built we find if the material had been suitable for embankment construction there would have been no cecessity to bring in imported material or to have had to dispose of excess materials.

There were 3,698 yards of rock imported from the Lowell St. Project. Of this, 3,270 yds. was used as embankment on the L line under the old structure, 220 yds. used as select material back of the new abutment on the old bridge, the remaining 208 yds. was placed as select material back of the retaining wall from Sta. 228+50 to 229+65. Under normal conditions select materials in these two areas would have been compensated for at the bid price of $4.00 per c.y. for base rock.

When the disagreement arose about exchanging materials from one project to the other you issued work orders to bring in imported borrow for the remainder of the select materials used to complete the project. You placed 880 yds. of material from Sta. 229+79 to the South end of the wall and over the perforated drain pipe on the top of the footing you placed another 70 yards of sand. That amounts to 950 yds. more material that had to be disposed of off the project, for which there has been no compensation whatsoever.

It seems to us the Oregon Highway Department has received all the benefits from these exchanges.

We feel our original claim in the sum of $4,398.15 as set forth in our correspondence dated July 5, July 21, and December 28, 1960, is just and at this time we request a meeting be arranged to discuss this claim.

Edw

RECEIVED
APR 19 1961
OFFICE OF
STATE HIGHWAY ENGINEER

Yours truly,

KUCKENBERG CONSTRUCTION CO., INC.

Henry Kuckenberg

Henry Kuckenberg, President

HK:mn
cc: Mr. Ivan Merchant
Mr. Edward Hardt
Field Office
Mr. Lloyd Shaw
Mr. Tom Edwards

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P. O. BOX 7407

11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
ALPINE 3-7533
BE 6 5434

PORTLAND 20, OREGON

200 N.E. Glisan St.
Portland, Oregon
June 23, 1961

Oregon State Highway Department
5821 N.E. Glisan St.
Portland, Oregon

Re: Lowell St.-21st Ave. Unit
Contract # 5110

Attention: Mr. Roy Pyle, Res. Engineer

Gentlemen:

Accompanying this letter please find 4 copies of Force Account reports covering the costs of back filling both edges of the under side of the Iowa Street Bridge.

We refer you to our letter of October 28, 1960, in which we stated our position—in that we did not feel this work was covered in our Lowell St.-21st Ave. Unit contract and therefore intended to bill the Oregon State Highway Department for all costs incurred in doing this work.

Please include payment in your next estimate.

Yours truly,

KUCKENBERG CONSTRUCTION CO., INC.

R. A. Mortensen, Gen. Supt.

RAM:ep
cc: 3 addresses
1 main office

METROPOLITAN ENGINEER
RECEIVED

Rec'd ☐ M.E. ☐ AME ☐ ☐ ☐ MOE

FORM E2958

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
MATERIALS AND SUPPLIES

1. DATE 6/13/61	PAGE 1 OF 1	
2. CONTRACT NO. 5110	3. EXTRA WORK ORDER NO. A A	

4. NAME AND ADDRESS OF CONTRACTOR
Kuckenberg Construction Co.,Inc.
11104 N.E. Holman St.
Portland, Oregon

5. DESCRIPTION OF WORK
Sloping and backfill under Iowa Street Bridge.

MATERIALS AND SUPPLIES FOR THE PERIOD ENDED June 7, 1961 19 61

REC NO.	NAME OF SUPPLIER	PER ATTACHED RECEIPTS AMOUNT
(1)	~~Materials taken from Kuckenberg Stock:~~	$
(2)	~~44 ft. of 6" perf. metal pipe @ .84~~	~~36.96~~
(3)	~~2 bands @1.07~~	~~2.14~~
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
(11)		
(12)		
(13)		
(14)		
(15)		
(16)		
(17)		
(18)		
(19)		
(20)		

6. TOTAL AMOUNT	$ ~~39.10~~
7. CONTRACTOR'S PERCENTAGE ALLOWANCE— 15 % OF TOTAL AMOUNT (LINE 6)	$ ~~5.87~~
8. TOTAL MATERIALS AND SUPPLIES THIS INVOICE	$ ~~44.97~~

FORM E2658

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
MATERIALS AND SUPPLIES

1. DATE 6/13/61

PAGE 1 OF 1

2. CONTRACT NO. 5110

3. EXTRA WORK ORDER NO. A A

4. NAME AND ADDRESS OF CONTRACTOR

[illegible] Construction Co., Inc.
[illegible] N.E. [illegible] St.
Portland [illegible], Oregon

5. DESCRIPTION OF WORK

[illegible] and backfill under [illegible] Street Bridge.

MATERIALS AND SUPPLIES FOR THE PERIOD ENDED June 7, 1961 19 61

REC. NO.	NAME OF SUPPLIER	PER ATTACHED RECEIPTS AMOUNT
(1)	Materials taken from Kuckenberg Stock:	$
(2)	~~44 ft. of 6" perf. metal pipe @ .84~~	~~36.96~~
(3)	~~2 bands $1.07~~	~~2.14~~
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
(11)		
(12)		
(13)		
(14)		
(15)		
(16)		
(17)		
(18)		
(19)		
(20)		

6. TOTAL AMOUNT	$ ~~39.10~~
7. CONTRACTOR'S PERCENTAGE ALLOWANCE— 15 % OF TOTAL AMOUNT (LINE 6)	$ ~~5.87~~
8. TOTAL MATERIALS AND SUPPLIES THIS INVOICE	$ ~~44.97~~

FORM NO. E 265

OREGON STATE HIGHWAY DEPARTMENT

FORCE ACCOUNT STATEMENT

1. DATE 6/13/61

2. CONTRACT NO. 5110

3. EXTRA WORK ORDER NO. A A

4. NAME AND ADDRESS OF CONTRACTOR

Kuckenberg Construction Co., Inc.
11104 N.E. Holman St.
Portland, Oregon

5. DESCRIPTION OF WORK

Sloping and backfilling under Iowa Street Bridge.

PER ATTACHED INVOICES	PERIOD COVERED	AMOUNT	TOTALS
6. LABOR	October, 1960,	$	
	through June 7, 1961	$ # 1 691.12	
		$ # 2 2,462.45 ~~2,504.77~~	
		$	
		$	$ 3,153.57 ~~3,195.89~~
7. EQUIPMENT RENTALS	" "	$	
		$	
		$	
		$	
		$	$ 3,109.69
8. MATERIALS AND SUPPLIES	" "	$	
MATERIAL will be paid for on Estimate		$	
		$	
		$	
		$	$ ~~44.97~~
9. TRANSPORTATION, SUBSISTENCE, ETC.		$	
		$	
		$	
		$	
		$	$
		TOTAL AMOUNT	$ 6,263.26 ~~6,350.55~~

APPROVED— RESIDENT ENGINEER | 10. PREFIX NO. | 11. SIGNATURE

APPROVED— DIVISION ENGINEER | 12. SIGNATURE

FORM NO. E 385

OREGON STATE HIGHWAY DEPARTMENT

FORCE ACCOUNT STATEMENT

1. DATE 6/13/61

2. CONTRACT NO. 5110

3. EXTRA WORK ORDER NO. A A

4. NAME AND ADDRESS OF CONTRACTOR

Kuckenberg Construction Co., Inc.
11104 N.E. Holman St.
Portland, Oregon

5. DESCRIPTION OF WORK

Sloping and backfilling under Iowa Street Bridge.

PER ATTACHED INVOICES	PERIOD COVERED	AMOUNT	TOTALS
6. LABOR	October, 1960, through June 7, 1961	# 1 691.12 # 2 2,462.45 ~~[illegible]~~	$ 3,153.57 ~~[illegible]~~
7. EQUIPMENT RENTALS			$ 3,109.69
8. MATERIALS AND SUPPLIES			$ ~~[illegible]~~
9. TRANSPORTATION, SUBSISTENCE, ETC.			$
		TOTAL AMOUNT	$ 6,263.26 ~~[illegible]~~

APPROVED — RESIDENT ENGINEER	10. PREFIX NO.	11. SIGNATURE
APPROVED — DIVISION ENGINEER	12. SIGNATURE	

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
EQUIPMENT RENTAL

FOR THE PERIOD ENDED June 7, 1961 19 61

1. NAME AND ADDRESS OF CONTRACTOR
Kuckenberg Construction Co., Inc.
11104 N.E. Holman St.
Portland, Oregon
JUNE, 1961

2. DESCRIPTION OF WORK
Sloping and backfill
Bridge.

	DESCRIPTION OF EQUIPMENT	SIZE OR CAPACITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
(1)	# 431 D8 tractor with dozer	135-200 DBHP	3	8			8																	
(2)	D2 tractor with dozer	21-33 DBHP		8			8																	
(3)	Compressor	105 CF		8			8	8																
(4)	2 air tampers	69--90 lbs.		16			16	16																
(5)	2 pickups	½ ton		12			10	4																
(6)			NOVEMBER, 1960																					
(7)	Pickup	½ ton	2	8	8	8			8		8	8				8	8	8	8	8			1½	
(8)	D2 tractor with dozer	21-33 DBHP	6	8	8	8			8		8	8				8	8	8	7	4				
(9)	Compressor	65CF																						
(10)	Air tampers (2)	69-90 lbs.	6	16	16	16			16		16	16				16	16	16	16	16			3	
(11)	# 690 Case backhoe	scoopmobile 1 c.y. bucket	1½		3½							2												
(12)	Compressor	600 CF	6	8	8	8			8		8	8				8	8	8	8	8			1½	
(13)	Blower		6	8	8	8			8		8	8				8	8	8	3	3				
(14)	Light plant	1500 watt	4	8	8	8			8		8	8				8	8	8	8	4				
(15)	D9 tractor with dozer	250-300 DBHP																	1					
(16)	D8 tractor with dozer	135-200 DBHP																		4			4	
(17)																								
(18)																								
(19)																								
(20)																								
(21)																								
(22)																								
(23)																								
(24)																								

6. TOTAL RENTAL

7. CONTRACTOR'S PERCENTAGE AL

8. TOTAL AMOUNT (ITEM 6 + ITEM

FORM E 3850
10M 11-59

DRESS OF CONTRACTOR	2. DESCRIPTION OF WORK	3. DATE	PAGE OF
g Construction Co., Inc.	Sloping and backfill under Iowa Street	6/13/61	1 1
B. Holman St,	Bridge.	4. CONTRACT NO. 5110	
Oregon NE, 1961		5. EXTRA WORK ORDER NO. A A	

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT
3	8			8																											19	16.35	$ 310.65
	8			8																											16	6.50	104.00
	8			8	8																										24	2.80	67.20
	16			16	16																										48	.75	36.00
	12			10	4																										26	1.80	46.80
NOVEMBER, 1960																														OCTOBER, 1960			
2	8	8	8			8		8	8				8	8	8	8	8			1½										4	95½	1.80	171.90
6	8	8	8			8		8	8				8	8	8	7	4													8	97	6.50	630.50
																														4	4	2.80	11.20
6	16	16	16			16		16	16				16	16	16	16	16			3										4	189	.75	141.75
½		3½							2																						7	7.10	49.70
6	8	8	8			8		8	8				8	8	8	8	8			1½											95½	8.65	826.08
6	8	8	8			8		8	8				8	8	8	3	3														84	.90	75.60
[illegible]	8	8	8			8		8	8				8	8	8	8	4														88	.90	79.20
																1															1	22.70	22.70
																	4			4											8	16.35	130.80
																																	$2,704.08

7. CONTRACTOR'S PERCENTAGE ALLOWANCE (15 % X ITEM 6)	$ 405.61
8. TOTAL AMOUNT (ITEM 6 + ITEM 7)	$3,109.69

FORM E-285-A
10M REV. 7-59

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
—LABOR—

FOR THE PERIOD ENDED June 7, 19 61

1. NAME AND ADDRESS OF CONTRACTOR
Kuckenberg Construction Co., Inc.
11164 N.E. Holman St.
Portland, Oregon JUNE,1961

2. DESCRIPTION OF WORK
Sloping and backfill
Street Bridge.

	NAME OF EMPLOYEE	WORK CLASSIFICATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
(1)	Harry J. Miller	over 50 HP tracter operater	OT																							
			ST	3	8			8																		
(2)	Edward Emerson	foreman and D2 tracter operater	OT																							
			ST		8			8																		
(3)	Don Baty	foreman	OT																							
			ST		4			2	4																	
(4)	Owen Brown	power tool operator	OT					8	8																	
		general labor	ST		7																					
(5)	Winn Foreman	power tool operater	OT																							
			ST		8			8	8																	
(6)	Lee Crane	general labor	OT																							
			ST		8			8	8																	
(7)	Phillip Casey, Jr.	power tool operater	OT																							
			ST		8																					
(8)	Thomas Pierce	general labor	OT																							
			ST					4	8																	
(9)	Maurice E. Decken	general labor	OT																							
			ST						7																	
(10)	R. A. Beckoff	general labor	OT																							
			ST						8																	
(11)	Arnold Chasteen	general labor	OT																							
			ST						8																	
(12)			OT																							
			ST																							
(13)			OT																							
			ST																							
(14)			OT																							
			ST																							
(15)			OT																							
			ST																							
(16)			OT																							
			ST																							
(17)			OT																							
			ST																							
(18)			OT																							
			ST																							
(19)			OT																							
			ST																							
(20)			OT																							
			ST																							

COMPUTATION OF TOTAL TAXES AND INSURANCE ON PAYROLL

8. F. I. C. A.—SOCIAL SECURITY		3.00 %
9. STATE INDUSTRIAL ACCIDENT INSURANCE—BASE RATE	4.73 %	
10. LESS REDUCTION RATE	%	4.73 %
11. OREGON UNEMPLOYMENT COMPENSATION	2.7 %	
12. ADD FEDERAL UNEMPLOYMENT COMPENSATION	.4 %	3.10 %
13. TOTAL TAXES AND INSURANCE ON PAY ROLL		10.83 %

14. TOTAL TAXES AND INSURANCE (ITEM 7 X ITEM 13)
15. HEALTH AND WELFARE 159 HOURS AT .10 PER
PENSION 159 HOURS AT .10 PE
16. HEALTH AND WELFARE HOURS AT PER
PENSION HOURS AT PER
17. TOTAL LABOR, TAXES, INSURANCE, HEALTH AND W
18. CONTRACTOR'S PERCENTAGE ALLOWANCE (15 %
19. TOTAL AMOUNT DUE (ITEM 17 + ITEM 18) FOR ALL

TOTAL AMOUNT DUE CONTRACTOR FOR FLAGMEN WILL BE ENTERED IN ITEM 18. TOTAL AMOUNT DUE CONTRACTOR FOR O

DRESS OF CONTRACTOR g Construction Co., Inc. E. Holman St. Oregon JUNE,1961	2. DESCRIPTION OF WORK Sloping and backfill under Iowa St. Street Bridge.	3. DATE 6/13/61 4. CONTRACT NO. 5110 5. EXTRA WORK ORDER NO. AA	PAGE 1 OF 1

2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT	TOTAL
8			8																											19	3.75	$	$ 71.25
8			8																											16	3.875		62.00
4			2	4																										10	4.25		42.50
			8	8																										16	3.05	48.80	
7																														7	2.90	20.30	69.10
8			8	8																										24	3.05		73.20
8			8	8																										24	2.90		69.60
8																														8	3.05		24.40
			4	8																										12	2.90		34.80
				7																										7	2.90		20.30
				8																										8	2.90		23.20
				8																										8	2.90		23.20

6. TOTAL HOURS 159

7. TOTAL LABOR $ 513.55

	3.00 %	14. TOTAL TAXES AND INSURANCE (ITEM 7 X ITEM 13)	$ 55.62
%		15. HEALTH AND WELFARE 159 HOURS AT .10 PER HOUR = $ 15.90 PENSION 159 HOURS AT .10 PER HOUR = $ 15.90	
%	4.73 %	16. HEALTH AND WELFARE HOURS AT PER HOUR = $ PENSION HOURS AT PER HOUR = $	$ 31.80
%		17. TOTAL LABOR, TAXES, INSURANCE, HEALTH AND WELFARE, AND PENSION	$ 600.97
%	3.10 %	18. CONTRACTOR'S PERCENTAGE ALLOWANCE (15 % X ITEM 17) FOR FLAGMEN ONLY—ENTER 57.5% FOR ALL OTHER LABOR—ENTER 15%	$ 90.15
	10.83 %	19. TOTAL AMOUNT DUE (ITEM 17 + ITEM 18) FOR ALL LABOR EXCEPT FLAGMEN	$ 691.12

AGMEN WILL BE ENTERED IN ITEM 18. TOTAL AMOUNT DUE CONTRACTOR FOR OTHER LABOR WILL BE ENTERED IN ITEM 19.

FORM E-396-A
10M REV. 7-60

OREGON STATE HIGHWAY DEPARTMENT
FORCE ACCOUNT INVOICE
—LABOR—

1. NAME AND ADDRESS OF CONTRACTOR
Kuckenberg Construction Co., Inc.
11104 N.E. Holman St.
Portland, Oregon
NOVEMBER, 1960

2. DESCRIPTION OF WORK
Sloping and backfill
Bridge.

FOR THE PERIOD ENDED June 7, 19 61

	NAME OF EMPLOYEE	WORK CLASSIFICATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
(1)		s.t. X		2																					
	Don Baty	foreman	ST																						
(2)		over 50 HP	OT																						
	Edward Emerson	tractor operator	ST	6																					
(3)			OT																						
	" "	foreman	ST		8	8	8			8		8	8				8	8	8	8	8			1½	
(4)		general labor	OT																						
	Lewis Ramsey	power tool operator	ST	6	8	8	8			8		8	7				8	8	8	8	8			1½	
(5)		general labor	OT																						
	Dayton Cooper	power tool operator	ST	6	8	8	8			8		8	7				8	8	8	8	8			1½	
(6)			OT																						
	Roy Lively	Case backhoe operator	ST	1½		3½							2												
(7)		over 50 H.P.	OT																						
	" "	tractor operator	ST							8								8							
(8)			OT																						
	Harry J. Miller	" "	ST		8	8	8						8				8		8	8	8			4	
(9)			OT																						
	Sam Lehl	general labor	ST		8	8	8			8															
(10)			OT																						
	Albert Taylor	" "	ST		8	8	8			8															
(11)			OT																						
	Earnest Gordon	" "	ST									8	7				8	8							
(12)			OT																						
	Charles Hanna	" "	ST									8	7				8	8	8	8	~~8~~ 2			1½	
(13)			OT																						
	Thomas Pierce	" "	ST																8	8	~~8~~ 3			1½	
(14)			OT																						
	Curtis E. Sully	" "	ST																					1½	
(15)			OT																						
	Janis Egle	" "	ST																					1½	
(16)			OT																						
			ST																						
(17)			OT																						
			ST																						
(18)			OT																						
			ST																						
(19)			OT																						
			ST																						
(20)			OT																						
			ST																						

COMPUTATION OF TOTAL TAXES AND INSURANCE ON PAYROLL

8. F. I. C. A.—SOCIAL SECURITY		3.00 %	
9. STATE INDUSTRIAL ACCIDENT INSURANCE—BASE RATE	4.73 %		
10. LESS REDUCTION RATE	%	4.73 %	
11. OREGON UNEMPLOYMENT COMPENSATION	2.7 %		
12. ADD FEDERAL UNEMPLOYMENT COMPENSATION	.3 %	3.00 %	
13. TOTAL TAXES AND INSURANCE ON PAY ROLL		10.73 %	

14. TOTAL TAXES AND INSURANCE (ITEM 7 X ITEM 13)
15. HEALTH AND WELFARE 574½ ~~585~~ HOURS AT .10 PE
PENSION 574½ ~~585~~ HOURS AT .10 PE
16. HEALTH AND WELFARE HOURS AT PE
PENSION HOURS AT PE
17. TOTAL LABOR, TAXES, INSURANCE, HEALTH AND W
18. CONTRACTOR'S PERCENTAGE ALLOWANCE (15
19. TOTAL AMOUNT DUE (ITEM 17 + ITEM 18) FOR AL

TOTAL AMOUNT DUE CONTRACTOR FOR FLAGMEN WILL BE ENTERED IN ITEM 18. TOTAL AMOUNT DUE CONTRACTOR FOR

DDRESS OF CONTRACTOR

rg Construction Co., Inc.
.E. Holman St.
, Oregon
1960

2. DESCRIPTION OF WORK

Sloping and backfill under Iowa Street Bridge.

3. DATE 6/13/61

PAGE 2 OF 2

4. CONTRACT NO. 5110

5. EXTRA WORK ORDER NO. A A

OCTOBER 1960

2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	HOURS	RATE	AMOUNT	TOTAL
																													4	6	4.25	$ $	$ 25.50
																													8	14	3.75		52.50
8	8	8			8		8	8				8	8	8	8	8			1½											89½	3.875		346.82
	8	8			8		8	7				8	8	8	8	8			1½										8	8	2.75	22.00	
																														94½	2.95	278.78	300.78
8	8	8			8		8	7				8	8	8	8	8			1½										8	8	2.75	22.00	
																														94½	2.95	278.78	300.78
	3½							2																						7	3.55		24.85
					8								8																	16	3.75		60.00
8	8	8						8				8		8	8	8			4											68	3.75		255.00
8	8	8			8																									32	2.75		88.00
8	8	8			8																									32	2.75		88.00
							8	7				8	8																	31	2.75		85.25
							8	7				8	8	8	8	~~8~~ 2			1½											50½ ~~56½~~	2.75		138.88 ~~155.38~~
														8	8	~~8~~ 3			1½											20½ ~~25½~~	2.75		56.38 ~~70.13~~
																			1½											1½	2.75		4.13
																			1½											1½	2.75		4.13

6. TOTAL HOURS 574½ ~~585½~~

7. TOTAL LABOR $ 1,830.00 ~~1,861.25~~

	3.00 %	14. TOTAL TAXES AND INSURANCE (ITEM 7 X ITEM 13)		$ 196.36 ~~199.71~~
3 %		15. HEALTH AND WELFARE 574½ ~~585½~~ HOURS AT .10 PER HOUR = $ ~~58.55~~ 57.45 PENSION 574½ ~~585½~~ HOURS AT .10 PER HOUR = $ ~~58.55~~ 57.45		
%	4.73 %	16. HEALTH AND WELFARE HOURS AT PER HOUR = $ PENSION HOURS AT PER HOUR = $		$ 114.90 ~~117.10~~
%		17. TOTAL LABOR, TAXES, INSURANCE, HEALTH AND WELFARE, AND PENSION		$ 2141.26 ~~2,178.06~~
%	3.00 %	18. CONTRACTOR'S PERCENTAGE ALLOWANCE (15 % X ITEM 17)	FOR FLAGMEN ONLY—ENTER 57.5% FOR ALL OTHER LABOR—ENTER 15%	$ 321.19 ~~326.71~~
	10.73 %	19. TOTAL AMOUNT DUE (ITEM 17 + ITEM 18) FOR ALL LABOR EXCEPT FLAGMEN		$ ~~2,504.77~~

AGMEN WILL BE ENTERED IN ITEM 18. TOTAL AMOUNT DUE CONTRACTOR FOR OTHER LABOR WILL BE ENTERED IN ITEM 19.

2,462 45

RECEIVED
UG 15 1961
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 14, 1961

SUBJECT: Lowell St.-21st Avenue Unit
Contract No. 5110

To: Mr. Lloyd Shaw
Metropolitan Engineer
State Highway Department
5821 N. E. Glisan Street
Portland 13, Oregon

Reference is made to a claim by Kuckenberg in the amount of $634.16 covering alleged costs for excavating and backfilling under walls at M.C. Stations 11+65 and 15+70.

As I interpret the facts, he would receive $567.07 under unit bid prices. He claims extra work for the operation in the amount of $634.16 for a difference of $67.09.

I believe that your interpretation is correct. Article 2.4.24 states that, if necessary, the contractor will be required to excavate below subgrade and to backfill said excavation with such material as the engineer may order. It further states that he will be paid at unit prices for the work involved.

Please advise the contractor that his claim of $634.16 is denied, but that he will be paid $567.07 under unit bid items.

I am returning the force account bills you forwarded.

Tom Edwards
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:jw

Encl.

cc Forrest Cooper

RECEIVED

FORM E 30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland 13, Oregon
August 9, 1961

SUBJECT: Multnomah Structure Wall
Lowell St.-21st Avenue Unit
Prefix: 26-1096
Contract: 5110

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Fred Klaboe

Attached is a claim from the Kuckenberg Construction Company in the form of a Force Account statement for what is termed as extra expense in excavation below elevation shown for the foundation of the retaining walls at Sta. MC 11+65 and 15+70.

The work described in the Kuckenberg Construction Company claim is contract work to be performed under the specifications for bid Item 4, structural excavation, Item 5, general excavation, Item 6, short overhaul, Item 7, long overhaul, and Item 46, course crushed material in base. The claim for Extra Work is, in reality, an expansion of the bid items and provision for this is covered in paragraph 1.4.3, 1.4.5, 1.9.5, and 2.4.24 of the standard specifications.

It is recommended that the Kuckenberg Construction Company claim be denied and that compensation for this work be included in the final estimate under the appropriate bid items. If you concur with our recommendations, please advise and the Kuckenberg Construction Company will be so informed.

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/bb
Encl.
cc: Ed Hardt
Roy Pyle

REFERRED TO
Klaboe
By Ass't. Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
AUG 10 1961
NOTED-- ☐ ☑ ☐ ☐ ☐
CE ACE ACE COE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

5821 N. E. Glisan Street
Portland 13, Oregon
August 1, 1961

SUBJECT: Lowell St-21st Avenue Unit
Prefix: 26-1096
Contract: 5110

To: Lloyd P. Shaw
Metropolitan Division
OFFICE

Attached you will find one copy of a force account bill and two copies of the transmittal letter from Kuckenberg Construction Company.

This bill covers work done in May, 1960, and involves excavation and backfill for the retaining wall at Station 265+50, adjacent to the west end of the Multnomah structure.

Due to the poor foundation material in this area, during the fall of 1959. it was decided to excavate below the plan elevation for the bottom of the footing and backfill this with quarry rock from the north end of the job. The contractor made this excavation on May 6, 1960 and on May 9, he backfilled and fine graded with base rock to the plan elevation for bottom of footing.

At the time this work was done I told Mr. Mortensen that we intended to pay him at unit bid prices for structural excavation for the excavating, general excavation and haul for supplying the backfill rock and 1½"-0 coarse crushed material for fine grading. I told him it was my opinion that since this work was not materially different than contract work, the State was within its rights in unit price compensation. He said he could probably do this work at unit prices, but would have to wait to see what his costs were before he could say for sure.

The extra excavation below and outside that required for the wall footing amounts to 97.6 cubic yards. 10 cubic yards of 1½"-0 material was hauled in for fine grading. On a unit price basis, the contractor would receive (97.6)($5.00) + (10)($3.00) or $518.00 for excavation and fine grading. A breakdown of his bill reveals that he is charging us $394.84 for this work.

The total haul from the pit to the point of deposit was 138½ stations. For 97.6 cubic yards of rock unit bid prices for haul would amount to $49.07. The contractor is billing us $239.34 for this work. Fourteen hours of 10 yard truck time seems excessive for this hauling in spite of the fact that he was not able to use the highway grade for a haul road, but instead had to use City streets.

518.00
49.07
567.07

I recommend that this claim be rejected on the basis that the work involved is similar in nature to work covered by unit prices.

Edward L. Hardt
Resident Bridge Engineer

ELH:lla
cc: Roy Pyle

METROPOLITAN ENGINEER
RECEIVED
Noted ☐ ME ☐ AME ☐ ☐ ☒

KUCKENBERG CONSTRUCTION CO., INC.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE:
ALPINE 3-7533
BE 6 5434

SKILL RESPONSIBILITY INTEGRITY

200 N.E. Glisan St.
Portland, Oregon
June 29, 1961

Oregon State Highway Department
5821 N.E. Glisan St.
Portland, Oregon

Re: Lowell St. 21st Ave. Unit,
Contract # 5110

Attention: Mr. Edward L. Hardt, Res. Bridge Eng'r

Gentlemen:

Attached please find 4 copies of our Force Account statements in the amount of $ 634.16, covering extra costs in excavating for the retaining walls at M C stations 11+65 and 15+70.

We were directed by your forces to excavate below elevations shown and to backfill to grade with rock from the pit at the North end of the project. It was necessary to purchase 10 c.y. of 1½"-0 rock for this backfill, also.

We feel this constitutes extra, above and beyond the contract and there fore should be compensated for on a Force Account basis.

Please include payment in your final Estimate.

Yours truly,

KUCKENBERG CONSTRUCTION CO., INC.

R. A. Mortensen, Gen. Supt.

RAM:ep
cc: 3 addressee
1 main office

RECEIVED
AUG 4 1961
FOR FILING

August 3, 1961

2101

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Oregon Project I-5-6(8)297

Dear Sir:

In your letter of July 7 re the Lowell Street-21st Avenue Section of the Pacific Highway in Portland you requested an analysis of the procedure used to obtain specified embankment compaction and the deleterious effect, if any, substandard compaction will have in the completed facility.

Enclosed is a five-sheet compilation of the results of all compaction tests taken on the project. We have made appropriate remarks concerning most of the tests that failed to meet specifications. You will note that the moisture content of the material was generally over optimum. Furthermore, many of the tests that showed failure were taken during the time the particular material was being worked. Subsequent tests generally show the specified compaction was obtained through further working of the wet material. When you consider the type of material that was used for embankments and after studying the enclosed tabulation, we believe that you will agree with us that over-all results and finished product are good.

The contractor was required to rigidly follow these procedures:

1. Aeration of wet material with tractors, graders, and harrows.
2. Mixing of dry and wet material.
3. Sandwiching of poor material with alternate layers of good rock material. (All major fills were constructed using this method.)

4. Removing fills or portions of them and recompacting the material.

5. Some totally unsuitable material was wasted.

In addition, the major portion of the fills have stood through two winters. Only very minor settlements have occurred.

Two major embankment failures did occur. Both were the result of foundation failure near the toe of the fills. These failures have been corrected and show no further distress.

We believe that the facility is well constructed and that no deleterious effect on the completed facility will result.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
[illegible]

cc Mr. W. C. Williams
Mr. Tom Edwards

FBK:jk fn

FORM CD-121
(-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N. E.
Salem, Oregon

PLEASE RETURN TO
FORREST COOPER

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: July 7, 1961

Polk

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Project I-5-6(8)297 Lowell Street - 21st. Avenue, Pacific Highway

In reviewing the results of subgrade compaction tests on subject project, it has been noted that a considerable number indicated that specified compaction had not been attained.

We are well aware of the subgrade conditions which obtained during the past construction seasons and the extreme difficulty involved in the proper drying of the materials encountered in the excavations to or near optimum moisture content. Nevertheless, we should like a statement from you concerning the procedures adopted to overcome the difficulty and your opinion of the deleterious effect, if any, upon the completed facility the acceptance of below standard compaction will have.

RECEIVED
JUL 7 1961
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

SD - Sand Density
R - Ring

SUMMATION OF COMPACTION TEST REPORTS

Lowell Street - 21st Avenue   Contract 5110

STATION	DIST. Lt or Rt	DATE	RELATION TO GRADE	% MOISTURE	% COMPACTION	% SPECIFIED	
"CD" 7+50	℄	5-19-58	-12'	27	R 76	90	Temp. Detour fill-optim made. Opt. Moist. 18%- available, This short e provide a haul road-dry haul road was available
140+50	℄	5-1-58	-10'	32	R 80 temp work	90	
141+00	℄	5-1-58	-10'	26	SD 80	90	
141+52	70'RT	8-22-58	-15'	18.5	SD 90	90	Dryer material mixed wi
143+00	50'RT	8-28-58	-2'	17	SD 90	95	Mixture dry & wet matl. test was made.
150+00	℄	5-20-58	-12'	16.4	R 99	90	O.K.
150+00	℄	6-3-58	-18'	20.2	SD 94	90	O.K. Station must be i
150+00	℄	6-16-58	-15'	21	SD 94	90	O.K.
150+00	55'LT	9-10-58	-6'	21	SD 85	90	
150+50	30'LT	6-19-58	-15'	21.7	R 96	90	O.K.
150+50	25'LT	6-25-58	-17'	17	SD 97	90	O.K.
150+75	55'LT	9-10-58	-10'	21.3	R 93	90	O.K.
151+00	90'LT	5-22-58	-30'	32.2	R 78 Corrected	90	This test made 5' from with smaller equipment
151+00	℄	6-17-58	-20'	30.9	SD 83 add. work done	90	Opt. Moist. 18%-Fill was
151+00	3' RT of Ret. Wall	9-2-58	-1' frm.wall	15.8	R 83.2 corrected	90	Equip. too big-mat'l rem compaction.
151+00	20'LT	6-24-59	-6'	24.3	SD 91.5	90	O.K.
151+00	20'LT	6-24-59	-6'	24.8	R 93.6	90	O.K.
151+50	℄	5-20-58	-33'	22	R 91	90	O.K.
151+50	10'RT	6-24-59	-6'	23.3	SD 89.4	90	Over Opt. Moist.
152+00	℄	5-23-58	-40'	37.1	R 73 add. work performed	90	Opt. Moist. 18%-Contr. w Mat'l. was being allowed
152+00	℄	5-27-58	-35'?	36.2	SD 76	90	S.D. Test made to confir added
152+50	15'RT	7-15-58	-33'	29.5	SD 90.2	90	
152+50	25'LT	9-5-58	-13'	26	R 93	90	
153	85'RT	8-26-58	-40'	22.6	SD 80	90 ?	
153+00	Wall LT	9-2-58	-4' Top wall	18.1	R 76 corrected	90	Removed and more suitabl
153+00	80' RT	9-2-58	-21'	23.1	R 94	90	
153+00	25' LT	9-5-58	-15'		R 99	90	
153+50	30'LT	6-23-58	-63'	30.2	R 82.8 add. work performed	90	Opt. Moist.-18%
154+50	20'LT	7-9-58	-68'	31.6	SD 78.9	90	Opt. Moist.-18% Fill was

SUMMATION OF COMPACTION TEST REPORTS

Sheet 1 of 5

owell Street - 21st Avenue Contract 5110

% COMPACTION		% SPECIFIED	
R 76	temp work	90	Temp. Detour fill-optimum Moist.+18% Equip working at time test was made. Opt. Moist. 18%-Material extremely wet-No dryer source available, This short embankment was confined and was filled to provide a haul road-dryer material was mixed with embankment after haul road was available.
R 80		90	
SD 80		90	
SD 90		90	Dryer material mixed with wet-Spec. density
SD 90		95	Mixture dry & wet matl. hauling & compacting equip. working at time test was made.
R 99		90	O.K.
SD 94		90	O.K. Station must be in error.
SD 94		90	O.K.
SD 85		90	
R 96		90	O.K.
SD 97		90	O.K.
R 93		90	O.K.
R 78	Corrected	90	This test made 5' from wall. This area was later removed & walked in with smaller equipment
SD 83	add. work done	90	Opt. Moist. 18%-Fill was being worked at time test was made.
R 83.2	corrected	90	Equip. too big-mat'l removed and replaced with smaller equip. for compaction.
SD 91.5		90	O.K.
R 93.6		90	O.K.
R 91		90	O.K.
SD 89.4		90	Over Opt. Moist.
R 73	add. work performed	90	Opt. Moist. 18%-Contr. was moved to other area before test made. Mat'l. was being allowed to dry at time test was made.
SD 76		90	S.D. Test made to confirm ring mold made 5-23-58-no emb. had been added
SD 90.2		90	
R 93		90	
SD 80		90 ?	
R 76	corrected	90	Removed and more suitable equip used for compaction
R 94		90	
R 99		90	
R 82.8	add. work performed	90	Opt. Moist.-18%
SD 78.9		90	Opt. Moist.-18% Fill was being worked when test was made.

SD - Sand Density
R - Ring
M - Mold

SUMMATION OF COMPACTION TEST REPORTS

Lowell Street - 21st Avenue Contract 5110

STATION	DIST. Lt or Rt	DATE	RELATION TO GRADE	% MOISTURE	% COMPACTION	% SPECIFIED	
154+50	20'LT	7-9-58	-68'	30.0	R 82.2 all work done	90	Wet silty clay loam, fil
154+50	20'Lt	7-9-58	-68'	29.0	M 87.5		Wet silty clay loam, fil
155+00	145LT	8-22-58	-68'	27.6	SD 91	90	
155+00	120LT	9-2-58	-50'	19.7	SD 91	90	
155+50	160'LT	7-21-58	-74'	29.2	SD 84.5 "	90	Fill being worked when t
166+00	20'LT	7-11-58	-21'	25.7	SD 85.4	90	
166+00	20'LT	7-11-58	-21'		M 92	90	Fill being worked when t
166+50	40'LT	8-18-58	-6'	24.3	SD 90	90	
167+00	90'LT	7-21-58	-32'	23.0	SD 89.9	90	
167+00	70'LT	7-21-58	-32'	24.3	SD 91.8	90	
183+50	15'LT	6-27-58	-15'	27.8	R 87.5	90	
187+50	75'RT	9-10-58	-35' ✓	30.7	R 85	90	
187+50	5'RT	9-10-58	-35'	28.2	R 87	90	
187+50	70'LT	9-10-58	-35' ✓	26.1	R 90	90	
187+70	5'LT	9-10-58	-35'	28.1	R 87	90	
188+00	℄	6-24-59	-40'	37.8	SD 81	90	
188+00	℄	6-24-59	-40'	37.6	R 84	90	
188+00	70'RT	7-22-59	-25'	27.6	SD 85	90	
188+00	70'RT	7-22-59	-25'	27.6	SD 94		Field Proctor Used
188+50	10'LT	7-22-59	-14'	28	R 82	90	
188+50	10'LT	7-22-59	-14'	28	R 88		Field Proctor Used
188+75	10'LT	7-22-59	-12'	27.4	SD 84	90	
188+75	10'LT	7-22-59	-12'	27.4	SD 90		Field Proctor
189+00	80LT	9-5-58	-40'	29.5	R 88	90	
189+00	10'LT	9-5-58	-40'	25.8	R 86	90	From 8 to 12% above Opt.
189+00	80'RT	9-5-58	-40'	30.8	R 83	90	level after test.
189+00	20'LT	7-22-59	-9'	29.4	SD 81	90	
189+00	20'LT	7-22-59	-9'	29.4	SD 87		Field Proctor
189+00	20'LT	7-22-59	-9'	30.3	R 84	90	
189+00	20'LT	7-22-59	-9'	30.3	R 88		Field Proctor
197+50	20'LT	7-9-58	-11'	27.3	SD 78.8	90	
197+50	20'LT	7-9-58	-11'	26.2	R 85	90	90% above Opt. moisture –
197+50	20'LT	7-9-58	-11'	25.4	M 92.5		after test.
198+00	50'LT	8-20-58	-3'	27	SD 92	90	
201+50	45'LT	7-13-60	-1'	20.6	SD 100	95	
"U" 2+50	13'LT	7-2-59	-9'	26.7	SD 80	90	
"U" 2+50	13'LT	7-2-59	-9'	25-2	R 85	90	Area was being left to dr
"U" 2+75	8'RT	7-2-59	-9'	26.9	SD 85	90	

SUMMATION OF COMPACTION TEST REPORTS

Sheet 2 of [illegible]

Lowell Street - 21st Avenue Contract 5110

RE	% COMPACTION	% SPECIFIED	
	R 82.2 all work done	90	Wet silty clay loam, fill was being worked when test was made.
	M 87.5		Wet silty clay loam, fill was being worked when test was made.
	SD 91	90	
	SD 91	90	
	SD 84.5 "	90	Fill being worked when test was made.
	SD 85.4	90	
	M 92	90	Fill being worked when test was made.
	SD 90	90	
	SD 89.9	90	
	SD 91.8	90	
	R 87.5	90	
	R 85	90	
	R 87	90	
	R 90	90	
	R 87	90	
	SD 81	90	
	R 84	90	
	SD 85	90	
	SD 94		Field Proctor Used
	R 82	90	
	R 88		Field Proctor Used
	SD 84	90	
	SD 90		- Field Proctor
	R 88	90	
	R 86	90	- From 8 to 12% above Opt. Moisture-Comp. effort continued at same level after test.
	R 83	90	
	SD 81	90	
	SD 87		- Field Proctor
	R 84	90	
	R 88		- Field Proctor
	SD 78.8	90	
	R 85	90	- 90% above Opt. moisture - Fill being worked & Hauled on during & after test.
	M 92.5		
	SD 92	90	
	SD 100	95	
	SD 80	90	
	R 85	90	- Area was being left to dry at time test was made
	SD 85	90	

SD - Sand Density
R - Ring
M - Mold

SUMMATION OF COMPACTION TEST REPORTS

Lowell Street - 21st Avenue   Contract 5110

STATION	DIST. Lt or Rt	DATE	RELATION TO GRADE	% MOISTURE	% COMPACTION	% SPECIFIED	
217+50	60'LT	7-20-59	-8'	22.0	SD 61	90	Narrow area on Lt side
217+50	50'LT	7-20-59	-8'	21.6	SD 93	90	
225+50	47'LT	7-13-60	-1'	19.4	SD 101	95	
225+75	15'RT	6-16-58	-15'	28.4	R 83 more work	90	- 10 - 13% above Opt Moist
225+75	℄	6-17-58	-14'	31.8	SD 83 done	90	
226+50	5'RT	6-26-58	-15'	24.3	SD 95	90	
226+50	5'RT	6-26-58	-15'	26.5	R 99	90	
227+00	10'LT	7-16-58	-5'	22.5	SD 89.4	90	
227+25	67'LT	7-2-59	-9'	25.0	SD 81 more	90	- Matl. was being dryed be hauling overfill.
227+50	25'LT	7-2-59	-9'	27.9	SD 84 work done	90	
232+50	50'LT	9-24-58	-12'	26	R 84	90	- "L" line-Terw. contract. at 233+50 below, but too adding more embankment
232+50	50'LT	9-24-58	-12'	25.4	R 87	90	
233+50	56'RT7	9-24-58	-6'	18.3	R 96	90	- "L" line terw. Contract.
233+50	56'RT	9-24-58	-6'	18.3	M 99		
233+50	25'LT	7-13-60	-1'	21.3	SD 98	95	
234+00	15'LT	6-26-58	-11'	28.9	SD 95	90 ?	
235	20'LT	7-8-58	-14'	24.9	R 87.9	90	- Test requested by inspec moisture area was hauled added.
234+90	20'LT	7-17-59	13'	289	SD 76	90	
234+90	20'LT	7-17-59	-13'	296	R 80	90	
235+00	20'LT	8-19-59	-3'	23.5	SD 96	95	
235+00	20'LT	8-19-59	-3'	25	R 94	95	
235+75	50'LT	8-4-59	-9'	20.6	R 90	90	
235+75	50'LT	8-4-59	-9'	20.4	R 97		Field Proctor Used
236	50'LT	8-4-59	-9'	15.3	SD 84	90	
236	50'LT	8-4-59	-9'	15.3	SD 90		Field Proctor
237+50	140LT	8-7-59	-16'	17.2	SD 84	90	
237+50	140LT	8-7-59	-16'	17.2	SD 93		Field Proctor
237+50	20'LT	8-19-59	-9'	23.3	SD 99	90	
237+50	20'LT	8-19-59	-9'	22.9	R 93	90	
237+75	70'LT	7-13-59	-30'	27.6	SD 83	90	
237+75	70'LT	7-13-59	-30'	26.3	R 87	90	
238+00	90'LT	7-27-59	-15'	26.1	SD 89	90	
238+00	90'LT	7-27-59	-15'	26.1	SD 91		Field Proctor
238+00	90'LT	7-27-59	-15'	24.2	R 94	90	
238+00	90'LT	7-27-59	-15'	24.2	R 96		Field Proctor

SUMMATION OF COMPACTION TEST REPORTS

Sheet 3 of 5

Lowell Street - 21st Avenue Contract 5110

TURE	% COMPACTION	% SPECIFIED	
.0	SD 61	90	Narrow area on Lt side removed & recompacked - 7-27-59
.6	SD 93	90	
.4	SD 101	95	
.4	R 83' more work done	90	10 - 13% above Opt Moisture-Equip working fill when tests were made.
.8	SD 83	90	
.3	SD 95	90	
.5	R 99	90	
.5	SD 89.4	90	
.0	SD 81 more work done	90	Matl. was being dryed before additional working & fill equip. hauling overfill.
.9	SD 84	90	
	R 84	90	"L" line-Terw. contract. Opt. moist 18% same comp effort as on area at 233+50 below, but too wet. Area was hauled over & let dry before adding more embankment
.4	R 87	90	
.3	R 96	90	"L" line terw. Contract.
.3	M 99		
.3	SD 98	95	
.9	SD 95	90	?
.9	R 87.9	90	Test requested by inspector to substantiate poor comp. from excess moisture area was hauled over & dryed before rock embankment was added.
	SD 76	90	
	R 80	90	
.5	SD 96	95	
	R 94	95	
.6	R 90	90	
.4	R 97		Field Proctor Used
.3	SD 84	90	
.3	SD 90		Field Proctor
.2	SD 84	90	
.2	SD 93		Field Proctor
.3	SD 99	90	
.9	R 93	90	
.6	SD 83	90	
.3	R 87	90	
.1	SD 89	90	
.1	SD 91		Field Proctor
.2	R 94	90	
4.2	R 96		Field Proctor

SD - Sand Density
R - Ring

SUMMATION OF COMPACTION TEST REPORTS

Lowell Street - 21st Avenue

Contract 5110

STATION	DIST. Lt or Rt	DATE	RELATION TO GRADE	% MOISTURE	% COMPACTION	% SPECIFIED	
238+00	63'LT	7-27-59	-15'	23.2	SD 90	90	
238+00	63'LT	7-27-59	-15'	23.2	SD 92		Field Proctor
238+50	94'LT	8-7-59	-20'	18.8	SD 92	90	
238+50	94'LT	8-7-59	-20'	18.8	SD 92		Field Proctor
238+50	94'LT	8-7-59	-20'	20.3	R 92	90	
238+50	94'LT	8-7-59	-20'	20.3	R 92		Field Proctor
239+00	100'LT	7-27-59	-15'	27.5	SD 85	90	
239+00	100'LT	7-27-59	-15'	27.5	SD 87		Field Proctor
239+00	100'LT	7-27-59	-15'	25.2	R 93	90	
239+00	100'LT	7-27-59	-15'	25.2	R 95		Field Proctor
239+00	30'LT	8-19-59	-17'	24.9	SD 92	90	
239+00	30'LT	8-19-59	-17'	24.6	R 92	90	
239+80	20'LT	8-11-59	-30'	21	SD 94	90	
MC 36+70	60'LT	8-11-59	-35'	23	SD 90	90	
MC 36+70	60'LT	8-11-59	31	26	SD 89	90	
MC 39+50	90'LT	8-7-59	-50'	21.1	SD 95	90	
MC 39+50	90'LT	8-7-59	-50'	21.1	SD 95		Field Proctor
MC 39+50	90'LT	8-7-59	-50'	20.1	R 93	90	
MC 39+50	90'LT	8-7-59	-50'	20.1	R 93		Field Proctor
MC 40+00	90'LT	7-27-59	-55'	21.5	SD 80	90	
MC 40+00	90'LT	7-27-59	-55'	21.5	SD 82		Field Proctor
MC 40+00	90'LT	7-27-59	-55'	19.1	R 81	90	
MC 40+00	90'LT	7-27-59	-55'	19.1	R 82		Field Proctor
MC 40+50	85'LT	7-27-59	-55'		SD 87		
MC 40+50	85'LT	7-27-59	-55'		SD 89		Field Proctor
255+50	25'LT	9-10-59	-6'	284	SD 82	90	
255+50	25'LT	9-10-59	-6'	28.4	SD 89		Field Proctor
255+50	25'LT	9-10-59	-6'	24.2	R 89	90	
255+50	25'LT	9-10-59	-6'	24.2	R 96		Field Proctor
256+00	24'RT	9-15-59	-1'	21.1	SD 91	95	
256+00	24'RT	9-15-59	-1'	21.1	SD 92		Field Proctor
256+00	24'RT	9-15-59	-1'	21.3	R 93		
256+00	24'RT	9-15-59	-1'	21.3	R 94		Field Proctor
256+90	44'LT	9-10-59	-1'	21.2	SD 88	95	
256+50	44'LT	9-10-59	-1'	21.2	SD 89		Field Proctor
256+50	44'LT	9-10-59	-1'	23.8	R 90	95	
256+50	44'LT	9-10-59	-1'	23.8	R 91		Field Proctor

SUMMATION OF COMPACTION TEST REPORTS

Sheet 4 of 5

owell Street - 21st Avenue   Contract 5110

RE	% COMPACTION	% SPECIFIED	
	SD 90	90	
	SD 92		Field Proctor
	SD 92	90	
	SD 92		Field Proctor
	R 92	90	
	R 92		Field Proctor
	SD 85	90	
	SD 87		Field Proctor
	R 93	90	
	R 95		Field Proctor
	SD 92	90	
	R 92	90	
	SD 94	90	
	SD 90	90	
	SD 89	90	
	SD 95	90	
	SD 95		Field Proctor
	R 93	90	
	R 93		Field Proctor
	SD 80	90	
	SD 82		Field Proctor
	R 81	90	
	R 82		Field Proctor
	SD 87		
	SD 89		Field Proctor
	SD 82	90	
	SD 89		Field Proctor
	R 89	90	
	R 96		Field Proctor
	SD 91	95	
	SD 92		Field Proctor
	R 93		
	R 94		Field Proctor
	SD 88	95	
	SD 89		Field Proctor
	R 90	95	
	R 91		Field Proctor

SD - Sand Density
R - Ring

SUMMATION OF COMPACTION TEST REPORTS

Lowell Street - 21st Avenue

Contract 5110

STATION	DIST. Lt or Rt	DATE	RELATION TO GRADE	% MOISTURE	% COMPACTION	% SPECIFIED	
256+50	12'LT	9-15-59	Grade	27.2	SD 86	95	Field Proctor
256+50	12'LT	9-15-59	Grade	27.2	SD 90		
256+50	12'LT	9-15-59	Grade	27.2	R 86	95	Field Proctor
256+50	12'LT	9-15-59	Grade	27.2	R 91		
257+00	40'LT	9-10-59	Grade	25.3	SD 84	95	Field Proctor
257+00	40'LT	9-10-59	Grade	25.3	SD 92		
257+00	40'LT	9-10-59	Grade	25.8	R 86	95	Field Proctor
257+00	40'LT	9-10-59	Grade	25.8	R 95		
257+00	21'LT	9-15-59	Grade	22.6	SD 93		
257+00	21'LT	9-15-59	Grade	21.8	R 90		

SUMMATION OF COMPACTION TEST REPORTS

Lowell Street - 21st Avenue Contract 5110

% STURE	% COMPACTION	% SPECIFIED	
7.2	SD 86	95	Field Proctor
7.2	SD 90		
7.2	R 86	95	Field Proctor
7.2	R 91		
5.3	SD 84	95	Field Proctor
.3	SD 92		
.8	R 86	95	Field Proctor
5.8	R 95		
2.6	SD 93		
1.8	R 90		

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5110

July 17, 1961

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

It is the intention of the State Highway Commission to release to Kuckenberg Const. Co., a portion of the funds heretofore retained by the Commission on contract #5110 for grading the Lowell St.-21st Ave. Unit of the Harbor-Drive-Washington County Line Section of Pacific Highway in Multnomah County.

This payment, in the amount of $64,982.55, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $34,967.60. The present payment will be released on or after July 24, 1961.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

cc: Kuckenberg Const. Co.,
11104 NE Holman
Portland 20
Oregon

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5110

9

July 5, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 28, 1961, on Contract No. 5110, Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section, in Multnomah County, in connection with Federal Aid Project No. I-5-6(8)297.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bm

cc: Clarence G. Swenson

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I-303(21)

5110

April 21, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 21-Supplemental covering the excavation and rock backfill in cut failure on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

At the time of preparing the original Order for Extra Work No. 21 for this work, it was expected that excavation material from the grade would be used. The material has proven to have too much dirt, and is in insufficient quantity to make substantial and satisfactory backfill.

It is necessary to procure rock outside of the project, as noted on the supplemental order. This has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

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APR 5 1961

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I-5-3(21)

5110

April 3, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 10, Account No. 234 and 235, covering vertical drilling and horizontal drains on the Lovell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

Vertical drilling has been done to determine the depth of rock in and above the slide areas. It is necessary to install horizontal drains to intercept water flowing on top of the rock strata to stop saturation and further slide action.

The contractor is not equipped to do this work, while the State has the special equipment and crews. The amount is too small to be let to separate contract.

Your approval of this work on actual cost basis under the provisions of PPM 21-4.3 is requested. It has been verbally recommended for approval by the BPR Area Engineer.

The total estimated amount of the order is $3,000 with Federal participation of $2,700.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

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5110

March 28, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 21 covering the repair of a cut slope on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R.H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

This work is necessary to repair the cut slope and correct drainage in the vicinity of Stations 130+50 to 132+75. The slope below the Crawford Building on the Jaymar Lumber Co. property has failed due to surface and seepage water. Repair will consist of excavating the loose material and backfilling with rock; the construction of a catch basin and curb to control surface water.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

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I-303(21)

5110

March 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 20 covering the demolition of basement and retaining walls on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

Slides caused the abandonment of the Russell property. The property was purchased by the State and the house removed. The high basement walls are still being pushed by the slides and are cracking and falling, creating a hazard. It is proposed to break the walls into the basement and eliminate the danger from falling concrete.

This work has been verbally recommended for approval by the B. P. R. Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. L. Porter
Office Engineer

Enclosure
DBP:cr

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I-303 (21)

5110

March 6, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 18 covering the restoration of the west side of S. W. First Ave. on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R.H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

It was necessary to remove the curb and excavate the west shoulder of First Ave. in order to construct the retaining wall footing. No provision was made in the contract to replace the curb and disturbed area. It is now necessary to replace the curb and street. Due to the nature of the work, it is to be done as extra work, except for the catch basin at S. W. Mitchell St., which will be done at contract prices. A copy of the sketch prepared by the City of Portland covering the work is attached.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

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I-303(21)

5110

February 15, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 19 covering concrete slope facing and repair a concrete retaining wall on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. 1-5-6(8)297.

Portions of the heavy slope paving and retaining wall were removed to construct the Kelly-Hamilton St. Connection. Their repair is required in accordance with R/W File No. 27030 as well as a construction item. No additional or special benefit will accrue to the property owner because of this order.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Encs.

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I-303 (21)
5110

February 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5-Supplemental, covering additional storm damage repair on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)277.

Order for Extra Work No. 5, covering the repair and correction of storm damage was approved by the BPR, January 23, 1959. Additional work required in this connection is necessary.

Under the original Order, a berm of gravel was placed to hold the fill and prevent it from flowing onto adjacent property. Damage settlement has been made with Geo. Kolias, R/W File 22899 and 30968, and includes an easement for the installation of 12-inch 1/2 round corrugated metal pipe to carry drainage water across his property. This pipe has been installed and is emptying into the street gutter. It is now necessary to uncover a manhole which was buried under the rock berm, reconstruct the manhole in accordance with City of Portland specifications, and lead the drainage water to it.

No additional or special benefit will accrue to the property owner because of this order. Approval has been verbally recommended by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

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November 7, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 17 covering a drainage correction on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

Part of the flat area between S. W. Brier Place and S. W. Viewpoint Terrace is sloped to drain toward Viewpoint Terrace. Recent heavy rains have washed mud and silt onto the street and carried it across an intersection a block away.

It is proposed to ditch the area so it will drain toward the freeway and provide a pipe down the slope to highway drainage. The area will be resloped and seeded later, but this cannot be done now.

Verbal recommendation for approval of this work has been given by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Encl.

RECEIVED
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FOR FILING
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September 29, 1960

Hackenberg Construction Company
11104 NE Holman
Portland 20
Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 29, 1960, had under discussion your request for an extension of time for 30 additional workdays from 180 days to 210 days within which to complete your contract #5110 without the assessment of liquidated damages, for grading the Lowell St.–21st Ave. Unit of the Harbor Drive–Washington County Line Section of Pacific Highway in Multnomah County.

We are pleased to inform you that the Highway Commission granted you 20 additional workdays. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dm

cc: Lloyd P. Shaw
Ray W. Pyle
Tom Edwards
R. L. Porter
C. W. Enison

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H

September 26, 1960

Oregon State Highway Commission

Request for Extension of Time
No. 6
September 29-30 Meeting

Gentlemen:

The contractor (Kuckenberg Construction Company) for the Lowell Street-21st Avenue Unit of the Harbor Drive-Washington County Line Section of the R. H. Baldock Freeway, Contract No. 5110, has requested that he be allowed an increase of 30 workdays (from 180 to 210 days) to complete this contract, without the assessment of liquidated damages. During the period covered by this request, 34 days were charged as workdays during which time the contractor was doing unanticipated extra work. It is considered that the efficiency on the contract work itself was substantially reduced on 20 of the 34 days charged.

Under the contract form, additional time may be allowed due to changes in plans. The additional work required on this contract constituted changes in plans, and it is, therefore, recommended that 20 additional days be granted on this basis.

The Bureau of Public Roads has been contacted concerning this grant and concurs in the recommendation.

This matter will be on the agenda for the September 29-30 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

FBK:fp me

cc Mr. Tom Edwards
Mr. Lloyd Shaw

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I-303 (21)

5110

Salem, Oregon
August 22, 1960

Project Authorization
Lowell St.-21st Ave. Unit,
Harbor Dr.-Washington County
Line Section
Contract No. 5110
Multnomah County

Mr. Roy W. Pyle
Resident Highway Engineer

This is to advise you that at its meeting of August 18-19, 1960, the Highway Commission approved an increase of $153,000.00 in project authorization on the subject contract.

The new construction authorization is $1,629,757.60. This amount should be used in all future reports.

J. A. Hardie
Assistant Office Engineer

cc: L. P. Shaw

RECEIVED

1960

FOR FILING

1-303-(21)

5110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

August 12, 1960

To: Memo to the Files

NOTED

SUBJECT: Treatment of Slide under
Slavin Rd.- Sta. 158 to 170
Lowell-21st Ave.- Pacific Highway
Contract: 5110
Prefix: 26-1096

Tom Edwards, P. M. Stephenson, Shaw and Rear viewed the slide on the subject project August 10, 1960. A new broken area extending approximately from the centerline of Slavin Road to the westerly berm line of the freeway between stations 160 and 165 was considered in particular. This is a new area of slippage which became apparent approximately August 1, photographs of the slide having been taken by division office personnel August 2.

A previous exploration of possibilities had revealed that Paul Northrup, County Roadmaster, would favor closure of Slavin Road from approximately the south limits of Rasmussen Village to the entrance to Barbur Boulevard beneath the Slavin Road structure providing the State would acquire remaining private ownerships between the freeway and Barbur Boulevard within those limits. In view of this attitude on the part of the County, Mr. Edwards directed that material from which descriptions of the property could be prepared be presented at once, that Kuckenberg Construction Company be permitted to do no more work adjacent to the toe slope at the freeway level--any further failure to be taken up as extra work on the next contract--and that certain drainage correction measures be undertaken adjacent to Slavin Road. To the end that Kuckenberg Construction Company follow this program, Superintendent Dick Mortensen was advised by telephone 2:00 P.M. August 11th to make no stockpile of rock for use on this particular slide.

Lloyd P. Shaw

Lloyd P. Shaw
Metropolitan Engineer

LPS/lh
cc: ~~Tom Edwards~~
Roy Pyle

Copy to Cooper

RECEIVED
AUG 15 1960
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-303 (21)

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STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA
AUG 18 1960

4 L-1
4 L-1

August 11, 1960

Oregon State Highway Commission

Gentlemen:

It has become apparent that the Lowell Street-21st Avenue Unit of the Harbor Drive-Washington County Line Section of the Pacific Highway, Contract No. 5110, is going to overrun the project authorization by $153.049.34, or 10.36 per cent.

This overrun has been occasioned primarily by the very excessive and expensive slide correction and slope stabilization work that has been required. A substantial overrun in the engineering authorization has also contributed to the over-all overrun and is due mainly as a result of extensive and prolonged engineering complications and by the slow progress that has been made on the contract. These additional costs incurred were necessary for the completion of a sound, well-constructed facility.

In view of the foregoing, it is respectfully requested that the project authorization on this project be increased in the amount of $153,000.

This matter will be on the agenda for the August 18-19 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

S 4 C

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1960

SUBJECT: Lowell St.-21st Ave. Unit
Harbor Drive-Washington Co. Line Sec.
Pacific Highway
Contract No. 5110

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Enclosed find Report on Expected Overrun of Project Authorization on this project. The anticipated overrun amounts to $153,049.34 or 10.36 per cent. The major items leading to this overrun are listed below:

Drainage Excavation	$ 7,000.00
Structural Excavation	10,500.00
Perforated Metal Drain Pipe	12,880.00
Special Backfill in Drains	7,680.00
Other Minor items	15,807.75

These overrun in bid items are offset by a savings of $12,600 in General Excavation and $9,558 in concrete pipe. The total overrun of contract bid items is $31,709.75.

There have been Extra Work Orders approved in the total amount of $256,750.42. These work orders are far too numerious to list~~s~~ here. There have been 17 Price Agreements, 15 Extra Work Orders, and 8 State Force Orders. The State Force Orders, totaling about $117,000, involve the moving of utilities funds for which were set up in the contract. The Extra Work Orders and Price Agreements cover a multitude of items. Major ones totaling some $112,000 were for slide repairs.

It is estimated that the overrun to the approved work orders will amount to $11,366.54. Pending work orders and Price Agreements for further slide correction work amount to $21,485. The request also includes allowance for future corrective work in the amount of $10,507.94.

The engineering authorization on this project will also contribute to the overrun in the estimated amount of $50,000.

It is therefore requested that an increase in authorization in the amount of $153,049.34 be favorably recommended to the Commission for action.

NOTED
FORREST COOPER

A rough draft of a letter to the Highway Commission for your consideration is forwarded herewith.

Tom Edwards
Construction Engineer

By F Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

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OFFICE OF
STATE HIGHWAY ENGINEER

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5110

August 3, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 16 covering slide removal and erosion control on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

Numerous slides and erosion have occurred on this project. The proposed correctional work is detailed on the reverse of the order. The work is necessary for the prosecution and completion of the contract and has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

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FOR FILE

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OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name: Russell St.-21st Avenue Unit Harbor Drive-Washington County Line Section
Date: July 18, 1960

Highway: Pacific
Contract No.: 5110

1-3 C 3 (21)

County: Multnomah
Kind of Work: Grading
Contractor: [illegible] Construction Co.

5110

Contract Amount: $1,142,973.50

Expected over-runs and under-runs in contract items:

Major items, itemized:

			Quantity		Unit Price		Amount
3	Drainage Excavation	+	2,000	$	3.50	+ $	7,000.00
4	Structural Excavation	+	2,100		5.00	+	10,500.00
5	General Excavation	-	20,000		0.68	-	13,600.00
13	48" Ex. Str. Conc. Pipe	-	648		14.75	-	9,558.00
25	6" Perf. Met. Dr. Pipe, Etc.	+	6,440		2.00	+	12,880.00
27	Spec. Backfill in Drains	+	1,750		4.00	+	7,000.00

Minor items, unitemized algebraic total: + 15,807.75

Subtotal: + $51,709.75

Approved work orders (Price, extra work and state force orders): $256,750.42

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
W.O. 6 (Russell & Slavin Slide Loading)	+ $ 5,584.20
W.O. 12 (Ret. Wall, Sta 187+20-188+10)	+ 5,000.00

Minor items, unitemized algebraic total: + 782.34

Subtotal: $11,366.54

Authorization for engineering: $105,013.88

Expected over-run or under-run of engineering authorization: $50,000.00

Costs not included above (explain): Fencing W.O.'s 15 & 16; W.O. 17 — $21,405.60

Allowance for future contingencies (4.5 % of work remaining): $10,507.34

Credits to come from transfers and deductions: $None

Present estimate of project cost: $1,629,807.03

Brief Statement of principal causes of over-run: Increase in drainage items due to excessive sub-surface moisture; Structural excavation is being computed as per sketch approved by L. [illegible] Young, November, 1956; Authorization for anticipated slides was inadequate to cover costs of slide removal and repair necessary; Extensive engineering for Right-of-way, Drainage, Public Utilities, and Access Roads; Engineering complicated by slow progress of contract, causing duplication of considerable work.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization: $1,476,757.69
Present estimate of project cost: $1,629,807.03
Expected over-run (Amount): $153,049.34
Expected over-run (per cent): 10.36

Space to right of this line is for use of Salem office.

Submitted by: ______ Resident Engineer
Noted by: ______ Construction or Bridge Engineer
Confirmed by: ______ Assistant Division Engineer
Noted by: ______ Deputy or Assistant State Highway Engineer

State Printing 86719

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KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON
BUS. PHONE:
ALPINE 3-7533

5110

Oregon State Highway Commission
2131 S. W. Scholls Ferry Road
Portland, Oregon

July 1, 1960.

Attention: Mr. Roy W. Pyle,
Resident Engineer

REFERRED TO
Cooper
By State Highway Engineer

Re: Lowell St. - 21st Ave. Pacific Highway
Contract: 5110, Prefix: 26-1096

Gentlemen:

Your letter of June 10, 1960, relative to the payment of 50% of the unit price for water used in sprinkling for dust control, comes as a considerable surprise.

As you know, over the years the contractors doing business with the State of Oregon, or for that matter with the Bureau of Public Roads, have been paid the unit price in full for water used to control dust, which was also an aid in retaining the fine material and compacting the material in question.

You are aware, I am sure, that this sprinkling is done in part for the benefit of the contractor, in part for the benefit of the State, but generally for the benefit of the public, in that adjacent property owners or other members of the public make considerable objections if this dust is not controlled.

Since some benefit is derived by the contractor, it is not surprising that the State of Oregon might wish to ask the contractor to bear a portion of these costs. However, since the State has paid these costs for such a period of time, I believe it is only fair that the State should inform the contractor prior to bidding of such a decision. Only in this manner can the contractor intelligently bid in line with the decisions which the State has made.

It would be appreciated if you would give further consideration to this matter, both to the percentage of payment of unit price and to the fact that a decision of this sort should be made prior to bidding and not while a job is in progress.

Edw

STATE HIGHWAY COMMISSION
OREGON
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Yours very truly,

KUCKENBERG CONSTRUCTION CO. INC.

Henry Kuckenberg, President.

HK:gl
cc: Mr. W. C. Williams
Mr. Lloyd Shaw
Job Office

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June 29, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 15 covering the removal of unstable material and backfilling on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

It is necessary to remove unstable material from the toe of the M-C Line embankment slope and backfill with rocky material from excavation. Approximately 200 feet of an old drainage ditch has become saturated and unstable.

This work has been verbally approved by the B.P.R. Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

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NOTED
W. C. WILLIAMS

CON MIL 88 10:15A 5-11-60

TOM EDWARDS

IT HAS BEEN REPORTED TO THIS OFFICE THAT KUCKENBERG EXPECTS TO CONTACT W. C. WILLIAMS DIRECT IN AN EFFORT TO OBTAIN A MORE LENIENT APPLICATION OF WORK DAYS ON THEIR JOB LOWELL ST. - 21ST AVENUE, BALDOCK FREEWAY. SO FAR ONE WORK DAY HAS BEEN CHARGED THIS SEASON. WE REGARD THIS AS A VERY LENIENT ATTITUDE ON OUR PART. THIS IS SIMPLY A FORE-WARNING OF THINGS TO COME.

LLOYD P. SHAW
JMG:,.

NOTED
FORREST COOPER

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March 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 14 covering storm damage repair on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

Failure of the shoulder near Stations 183-186 due to heavy rains, snow and freezing caused breakage of the 12" storm sewer. This work order covers emergency repairs to save the large fill. The work consisted of pumping the flow from the storm sewer until a new 12" pipe could be installed and connected, and salvaging the original 12" pipe.

Due to the necessity of immediate action to save the large fill the work has been done. It has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 14, 1960

SUBJECT: Water Main on Nevada Avenue
Lowell St.-21st Ave. Section
Baldock Freeway
Multnomah County

To:

Memo to the Files

Mr. Ed Cowan of the Bureau of Public Roads was contacted re the above subject on this date by Curtis Baker and R. P. Hamilton. Verbal approval of the proposed pipeline to be build by and at the expense of the Portland Water Bureau was received.

A permit will be issued by the Oregon State Highway Department denoting that access will not be allowed from the through lanes of the freeway.

Tom Edwards
Construction Engineer

By C Baker

Curtis H. Baker
Utilities Liaison Engineer

CHB:fp

cc C. G. Polk
Forrest Cooper ✓
R. P. Hamilton
Lloyd Shaw

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OFFICE OF
STATE HIGHWAY ENGINEER

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FORREST COOPER

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Salem, Oregon
January 29, 1960

Contract 5110

Mr. Leo Huttman

Attached hereto is the release of our claim covering damage to our detour structure by Kuckenberg Construction Company.

GSP:gm

G. S. Paxson

Attach.
cc Mr. W. C. Williams

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5110

December 1, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 11, Supplement No. 2 covering slide removal and correction on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

The slide on this project continues to get larger as necessary remedial work is done. This additional work has been started as an emergency measure to save private property and stop the slide. The total amount of this order, with supplements, is $26,700.

This supplement has been approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

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511

October 14, 1959

1426

Mrs. [illegible] Wallace
4136 S. W. Corbett Avenue
Portland, Oregon

Dear Mrs. Wallace:

Reference is made to your letter dated October 9, 1959, stating that the blasting, which has been performed under the contract for the Lowell Street-21st Avenue Section of the Baldock Freeway, has cracked several of your windows and ceilings in the upper part of your home.

A check with our field engineer indicated that this work is now almost entirely completed and that the contractor has done the blasting work in a cautious manner as required by his contract with the State. We, nevertheless, realize that blasting operations cannot be accomplished without a perceptible shock and it is possible that some small damage may have occurred to your home.

The terms of the contract executed between the State Highway Department and the Kuckenberg Construction Company, contractors for this section, clearly state that blast damage, if any, to property lying beyond the right-of-way limits, is the responsibility of the contractor. It is therefore inherent that any claims of damage you may have should be presented to the contractor on this job for settlement.

Very truly yours,

[illegible] Stephenson
Acting State Highway Engineer

cc Kuckenberg Construction Company
P. O. Box 7407, Parkrose Station
Portland 20, Oregon

Forrest Cooper
Tom Edwards
Lloyd Shaw
Roy Pyle

PLEASE RE TO
FORREST COOPER

4134 S W Corbett Ave.,
Portland,Ore.
Oct. 9,1959

The State Highway Dept.
Salem,Ore.

Dear Sirs;

I am writing this letter in regards to the blasting which has been going on for sometime on the Baldock Extension at the ft. of Bancroft St. I reside at 4134 S W Corbett Av. between Bancroft and Lowell Sts. This blasting has cracked several of my windows, and also ceilings in the upper.part of my home.

Someone has been taking seismograph readings of these blasts. Apparently from their readings the registration is practically nil. These blasts have been very hard and severe at times, shaking the homes in this vicinity. Singers market tells me,that it is hard there, their cans fall off the shelves on to the floor.and their store is located on Hamilton St near Barbur Blvd.

I am quite sure youwill take care of whatever damages have been done to myhome, and I will greatly appreciate same.

Hoping to hear from you soon,

I am, Yours very Truly.

Mrs. Edna M. Wallace

P.S. I am also sending a letter to Kuckenberg Const .Co as of the above.

RECEIVED
OCT 12 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 12 1959
OREGON
STATE HIGHWAY COMMISSION

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5110

1425

October 24, 1959

Mrs. J. J. Heitman
4142 S. W. Corbett Avenue
Portland 1, Oregon

Dear Mrs. Heitman:

Reference is made to your letter dated October 5, 1959, stating that the blasting, which has been performed under the contract for the Lowell Street–21st Avenue Section of the Baldock Freeway, has broken one window in your house as well as several pieces of bric-a-brac.

A check with our field engineer indicated that this work is now almost entirely completed and that the contractor has done the blasting work in a cautious manner as required by his contract with the State. We, nevertheless, realize that blasting operations cannot be accomplished without perceptible shock and it is possible that some small damage may have occurred to your home.

The terms of the contract executed between the State Highway Department and the Kuckenberg Construction Company, contractors for this section, clearly state that blast damage, if any, to property lying beyond the right-of-way limits, is the responsibility of the contractor. It is therefore inherent that any claims of damage you may have should be presented to the contractor on this job for settlement.

Very truly yours,

F. M. Stephenson
Acting State Highway Engineer

truction Company
Parkrose Station
gon

4I42 S.W.Co[illegible]tt Ave.
Portland,I,Ore.

Port[illegible]l, Ore.
Oct.5,I959

State Highway Department,
Salem,Ore.

PLEASE RETURN TO
FORREST COOPER

Dear sirs:

I am writing in regard to the blasting which has been going on for some time on the Baldock Extension construction.

We reside on Corbett Avenue between Lowell and Bancroft Streets, just above the area in question.So far we have had one window broken and several pieces of bric-a-brac ,also, broken.We are quite concerned about the connections on our oil tank which is located in our backyard.

Have talked to Kukenberg Construction about the blasts and and they said that they had taken seismograph readings and they showed the shocks to be of a very nominal nature. I can assure you that they aren't. We hope that they can soon see their way to avoid anymore blastings.

I had been informed that in order to lay claim for any damage received from the blastings, I should write a letter to your department and,also, to the construction company. This letter can go on record as a claim for damages, willsend one to the construction company,too.

Yours truly,

Mrs. J. H. Heitman

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OCT 12 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 12 1959
OREGON
STATE HIGHWAY COMMISSION

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5110

October 9, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 11 (Supplemental) covering slide removal and repair on the Lovell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

This order is to cover overruns in the work of slide removal and repair under Order for Extra Work No. 11, approved by B.P.R., August 3, 1959. This has been verbally approved by the B.P.R. Highway Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Asst. State Highway Engineer

Encl.
DBP:cr

RECEIVED
SEP 25 1959
FOR FILING

I 393 (21)

5110

A

September 24, 1959

Kuckenberg Construction Co.,
11104 NE Holman
Portland 20
Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 24, 1959, had under discussion your request for an extension of time from 130 workdays to 180 workdays within which to complete your contract #5110 for grading the Lowell St.-21st Avenue Unit of Harbor Drive-Washington County Line Section of Pacific Highway in Multnomah County.

We are pleased to inform you that the Highway Commission granted you 50 additional workdays. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
cc: Lloyd P. Shaw
Roy Pyle
Tom Edwards

NOTED ON CARD
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SEP 21 1959
FOR FILING

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5110

A

September 21, 1959

Request for extension of time
No. 7
September 24-25, 1959 meeting

Oregon State Highway Commission

Gentlemen:

We are in receipt of a Contractor's Request for Increase in Number of Workdays to Complete Construction Contract for the Lowell Street-21st Avenue Unit of the Harbor Drive-Washington County Line Section of Interstate 5, Contract No. 5110, Kuckenberg Construction Company.

The contractor bases his claim on conditions that were not apparent at the time the job was bid. It is felt that there is justification for the request, based on the fact that in the 1958 summer season the contractor was hampered by strikes, and in 1959 he was hampered by the pile drivers' strike, which prevented other contractors from completing their operations within the Kuckenberg Construction Company's work area. Further, strikes in the 1958 season prevented completion of the job in that season and resulted in slide conditions which had to be corrected and caused the contractor considerable delay.

In view of the above, it is recommended that the contractor's request for increase in number of workdays from 130 to 180 be granted. The action should stipulate that such is not an admission to extra claims by the subject contractor for interference or delay or additional costs which he might experience due to overlapping operations of other contractors.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:fp me

Enclosure

cc Mr. Tom Edwards

A

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SEP 21 1959
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I-303(21)

511

September 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

We are in receipt of a Contractor's Request for Increase in Number of Workdays to Complete Construction Contract on the Lowell Street-21st Avenue Unit of the Harbor Drive-Washington County Line Section of the Pacific Highway, Contract No. 5110, Project Designation I-5-6(8)297 and I-303(21).

The contractor is requesting an extension of 50 workdays in which to complete this contract. Reasons for favorable consideration of this request are as follows:

1. The inherent wet condition of the project soils was not readily apparent to the contractor at the time the contract was let.

2. Strike conditions in the summer of 1958 disrupted the grading program beyond the amount of non-workday count by forcing operations into a less favorable period of the year in which workdays would have to be counted in technical compliance with the specifications.

3. Strikes which prevented completion of the job in the 1958 season showed a further complication in 1959 in that pile driver strikes delayed bridge contractors in completing structures during the season when the grading contractor would not normally have been working and, in fact, did not give the grading contractor free and uncontrolled use of all the work area until September 1, 1959.

4. Extra work in the amount of $108,000 has been done on this project. This is outside of the originally contemplated work.

In view of the foregoing, it is felt that the contractor's request is justified in the extension of an additional 50 workdays. Your concurrence in this extension is requested.

This matter will appear before the Highway Commission at its next meeting September 24-25.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Mr. W. C. Williams
Mr. Tom Edwards

TE:fp ae

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A

September 11, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12-Supplemental covering slide removal and repair on the Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

This order is to cover overrun on original order No. 12, approved August 6, 1959.

The slide area has extended 100 feet north of the original stationing and has also broken farther back in the cut slope as excavation of the loose material was done. The total estimated amount, under the original order and supplement, is $11,100.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

RECEI
JAN 17 1968

I-303(21)

5110

January 16, 1968

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon 97301

Dear Sir:

We are forwarding five copies of revised construction plan sheets No. 6, 7 and 11 of Contract 4998, Project Number I-5-6(4)295 [old I-303(17)], sheet No. 12 of Contract 5110, Project Number I-5-6(8)297 [old I-303(21)], sheets No. 4 and 8 of Contract 5385, Project Number I-5-6(13)295 and two copies of revised rights of way plans sheets No. 2 thru 15 for Project Number I-5-6(1)295 [old I-303(14)].

Revisions on the above construction plan sheets are in accordance with your letter of June 2, 1967, which approved the disposition of portions of files 21009, 22561, 20026, 22721, 22732, 23147, 25006 and 25929. Additional revisions on the right of way plan sheets include the addition of the access control line as shown on construction Project No. I-5-6(13)295.

We request that one copy of the revised right of way plan sheets be returned approved for our files if found to be satisfactory.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CL:slh

A

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5110

Salem, Oregon
August 24, 1959

Contract No. 5110
Lowell St-21st Ave. Unit
Baldock Freeway

Mr. Tom Edwards
Construction Engineer
OFFICE

Will you please give me a report on the matters that you are to discuss with Henry Kuckenberg re their project on the Baldock Freeway, Contract No. 5110.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
ALPINE 3-7533

PORTLAND 20, OREGON

4801 S.W. Corbett
August 20, 1959

Re: Lowell St.-21st Ave. Unit, # 5110

Machines on this project:

1--25 Ton N.W. truck crane, Murty chassis
1--80D NW shovel
1--80D NW drag line
1--Model 6 shovel & dragline
1--25NW shovel & dragline
1--20B shovel

4--18 yd. euclid scrapers
3--18 yd. DW 21's
8--D8 cats and 18 yd. scrapers
6--D9 dozers
6--D8 dozers
3--D7 dozers
6--18 yd. euclid trucks
5--10 yd. Federal trucks
1--Case backhoe
1--D4 backhoe
1--Scoop loader
3--#12 graders

will be short of yardage 30 to 50 [illegible] yds.
structure exc + Briar [illegible]

NOTED
FORREST COOPER

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P. O. BOX 7407

11104 NORTHEAST HOLMAN STREET

BUS PHONE
ALPINE 3-7333

PORTLAND 20, OREGON

4801 S.W. Corbett
August 6, 1959

Oregon State Highway Department
2131 S.W. Scholl Ferry Rd.
Portland, Oregon

Re: Lowell St. -21st Ave. Unit, # 5110

Attention: Mr. Roy Pyle, Resident Engineer.

Gentlemen:

We are protesting the charging of work days on the above named project for the days of July 27,28,29,30, and 31.

At no time on any of these days were we able to reach 60% of productiveness normally possible.

As you know we are fighting very wet conditions and also are required to use this very unsuitable material in the embankments.

We have saturated the project with equipment and believe you will agree that all possible is being done to complete the project on time.

Yours truly,

KUCKENBERG CONSTRUCTION CO.

R. A. Mortensen, Gen. Supt.

RAM:ep

NOTED
FORREST COOPER

A

RECEIVED
AUG 24 1959
FOR FILING

5110

August 21, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 13 covering strutting existing and constructing additional retaining wall, and drainage on the Lovell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

This work is necessary to correct sliding conditions in the vicinity of S. W. View Point Terrace and Vermont Street.

Due to sliding, wet conditions of the original ground and weight of fill, the retaining wall tipped, failing to hold the fill. Due to the emergency nature, strutting has been done to hold the wall and keep it from going out entirely. Verbal approval was obtained from the B.P.R. District Engineer before this work was done.

It is proposed to construct another retaining wall below the existing wall and install drainage as necessary to relieve the water conditions and drain the area. The wall to be constructed will extend southerly beyond the limits of the present wall. The area between the walls is to be backfilled with rock.

Excavation for and construction of the wall will necessarily be made in short segments controlled by the struts and cannot, therefore, be done at contract bid prices.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

A

RECEIVED
AUG 6 - 1959

FOR FILING
I-303(2
5110

August 6, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12 covering removal of unstable material on the Lowell St.-21st Ave. Unit of the Harbor Dr.-Washington Co. Line Section of the Pacific Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297 [I-303(21)].

This work is necessary for the removal of unstable material from the cutbank right of Stations 160+00 to 163+25. The cutbank shows signs of stress and appears to be saturated with water. There are a number of local failures along the face of the slope.

The material to be removed is outside the limits of the slope line. The material that is suitable would be hauled to the fill area near Station 242+00 as a portion of this order. The rock backfill for the void created would be excavated and hauled to the unstable site as a contract item, and this order would cover the placing of the backfill material.

It is anticipated that much of the excavation from the cutbank, due to its unstability, will be wasted. It is also anticipated that a portion of the backfill material will be placed with a clam shell because of a limited working area.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

JOA:mfh

Encs.

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5110

August 4, 1959

Kuckenberg Construction Company
11104 Northeast Holman Street
Post Office Box 7407
Portland 20, Oregon

Lowell Street-21st Avenue
Section
Pacific Highway
Contract No. 5110

ATTENTION: Mr. R. A. Mortensen

Gentlemen:

Reference is made to your letter of July 21 in which you protest the number of work days being charged on the subject named contract.

In this connection, I wish to point out that the method for protest of work day count is clearly set forth in the Special Provisions appearing under page 3 "Additional Special Provisions, Federal Aid Interstate Projects" under "Time for Completion of Work and Liquidated Damages."

Your letter of July 21 does not refer to any particular period of disagreement on work day count. I further wish to point out that the reasons suggested in your letter for non-count of work days do not fall within the valid reasons set forth in the specifications for non-count of work days.

The springs and sub-surface water encountered on this job obviously are not as a result of inclement weather but are conditions inherent to this job and the locality. This is witnessed by the fact that this condition has improved little, if any, during long periods of no rainfall either last summer or this season.

For the reasons set out above, we do not believe this protest to be a valid one and it is requested that in the future protest of work days charges be made in the manner prescribed in the Special Provisions of the contract.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Assistant Construction Engineer

RECEIVED
AUG 1 - 1959
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:fp
cc Forrest Cooper
Lloyd Shaw
Roy Pyle

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7401
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

TEL. PHONE:
ALPINE 3-7535

4301 S.W. Corbett
July 21, 1959

Oregon State Highway Department
2131 S.W. Scholl Ferry Rd.
Portland, Oregon

Re: Lowell St.-21st Ave. Unit, #5110

Attention: Mr. Roy Pyle, Resident Engineer.

Gentlemen:

This letter will serve as notification that we are protesting the number of work days being charged against the above named project.

As You know, we have more than sufficient equipment and men to complete this project under normal conditions.

At inumerable locations we are confronted with springs and ground water to the extent it is necessary to drag our equipment through with drum cats. The excavated material is so wet, we have been compelled to use cats and scrapers on a 3000 ft. haul which has been very costly.

We are just as anxious as you people to complete this project. As of this date, at no time have we been able to reach 60% efficiency.

We are taking dated photographs weekly of the overall project, and if sufficient time is not allowed, we are going to ask for an extension of time.

Yours truly,

KUCKENBERG CONSTRUCTION CO., INC.

R. A. Mortensen, Gen. Supt.

RAM:ep

Rec 7-23-59

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JUL 31 1959
FOR FILING
I-303(21)

5110

July 30, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 11 covering remedial slide work on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297 [I-303(21)].

This work is necessary to complete the slide correction work. Emergency work was done on two areas under Price Agreement No. 11 and Order for Extra Work No. 6, as explained on the reverse of the order. In the areas between Stations 128+00 - 129+50 and 157+50- 158+00, no work has been done.

Typical Sections of the areas Station 167+50 - 169+00 and 194+00 - 196+50 are attached showing by color the work done under previous orders and the work necessary to correct the slide conditions.

Full explanation of the work is on the reverse of the order.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

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JUL 28 1959
FOR FILING

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5110

July 27, 1959

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 10 covering transition sections on special manholes on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297.

This work is necessary to adjust the existing manholes to the shells and domes to meet specifications of the City of Portland. A print of the City's plan for adjusting the manholes is attached.

Contractor's percentage is included in the estimate.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:br
Enc.

RECEIVED
JUL 28 1959

FOR FILING

I 5-4 (8)

5110

July 27, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 9 covering type 3 fence on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-4(8)297.

This work is necessary to protect children from the hazard of a steep bank and retaining wall.

The hillside above the wall is steep with dwellings on the hill. Many complaints have been registered and it is thought better to install the fence now rather than wait to include it under a future contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:br
Enc.

RECEIVED
MAR 30 1959
FOR FILING
I-303(21)
5110

March 26, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8 covering adjustment of drainage on the Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297 [I-303(21)].

At the location noted on the order, a 15-inch reinforced concrete sewer pipe carries drainage through a manhole constructed for the City's 36" culvert pipe and empties into a 12" pipe. The City has requested that the 15" pipe be cut so the drainage will enter the 36" line instead of into the 12" line.

As further explanation, a copy of the Assistant Metropolitan Engineer's letter is attached.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

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February 10, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering removing unstable material and backfilling with rock on the Lowell St.-21st. Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297 [I-303(21)].

This work is necessary to save the "F" Line. It is proposed to remove the sliding material with a drag line, pile it on the grade and move it out in drier weather. To haul it now, over city streets and highway, would undoubtedly cause many complaints and create driving hazards. Material removed is to be replaced with rock from the Cobb quarry. None is available on the project.

This matter has been discussed with Mr. Swiecow, Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1959

SUBJECT: Lowell St.-21st Ave. Section
Pacific Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Enclosed find Extra Work Order #7 on subject project in the amount of $16,644. for removing unstable material from a slide area north of Station 270+00 to Station 272+50.

This cut slide has developed between the "F" line and the lower main highway. The "F" line is a short connecting piece of line between S. W. 21st and S. W. 20th Avenues and was constructed in accordance with the throughway agreement between the State and the City of Portland to serve three residences which would otherwise have no outlet to city streets.

It is proposed to make emergency and permanent correction by removing the unstable material and replacing with suitable rock materials to prevent further damage.

The project has $50,000 set up for slides of which about $30,000 has been used to date. This matter has been discussed with Area Engineer, Bill Schwiesow, and has his verbal approval. Your approval is recommended.

Tom Edwards
Construction Engineer

By F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

RECEIVED
FEB 11 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

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FEB 11 1959
FOR FILING

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5110

February 9, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are resubmitting for your approval copies of Order for Extra Work, No. 6, on Contract No 5110, Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Project I-5-6(8)297 /I-303(21)/.

The work covered in this order was an emergency and was done January 12 to 26, 1959. There were two areas involved.

At Station 158, a slide occurred breaking back to Slavin Road taking out about two-thirds of one traffic lane. Immediate action had to be taken to save Slavin Road.

At Station 168, a slide occurred causing a break approximately fifteen feet back of the right of way line on the Russell property. Immediate action had to be taken to stop the sliding which could have taken the house had it continued.

The cost of correction would have been much greater had the emergency work not been done.

Regarding clearance by phone before the work was done, Mr. L. H. Young was under the impression that this work had been cleared with two other like incidents in the same general area.

Your reconsideration of this order is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

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1959
FOR FILING

OREGON DISTRICT
I - 302 ( )
5110

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to
08-35.4

February 4, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(8)297
Lowell Street-21st Avenue Unit,
Pacific Highway
Order for Extra Work No. 6,
Dated January 16, 1959

Dear Sir:

Reference is made to your letter of January 23, 1959 accompanying the copies of subject order herewith returned.

In accordance with our past requests for full and sufficient explanation to be typed on the back of the extra work orders or price agreements, we ask that the emergency nature of the work be emphasized and that immediate action to correct the conditions was necessary to prevent further damage to existing slopes, roadways and private property.

In similar cases in the future we ask that you advise us by telephone of the corrective measures you propose to take and an estimate of probable cost at the time you become aware of the situation.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

Copy of letter & order to Probert
Copy of letter to Edwards
2/5/59.

Encls.

RECEIVED
FEB - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

CORRECT COPIES

RECEIVED
JAN 27 1959

FOR FILING

I-303 (21)

5110

January 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering the removal of unstable slide material and backfilling on the Lowell St.-21st. Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297 [I-303(21)].

This work is necessary to repair slide damage and to prevent further sliding and property damage.

Heavy rains, freezing and thaws have caused sliding. In the vicinity of Station 158, it will be necessary to remove unstable sliding material and backfill with quarry rock. Slavin Road, which is higher in elevation than the highway at this point, has been damaged by the slide.

At Station 168, the slide is endangering property. A void back of the house is to be filled with quarry rock in an effort to halt sliding action.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

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JAN 23 1959
FOR FILING

I 303 (21)
5110

January 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering blanketing a fill slope and clearing street and basement on the Lovell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297 [I-303(21)].

This work is necessary to repair storm damage and to prevent further damage.

Rains, freezing and thawing have softened the fill until it has sloughed and run over Boundary St. and in a basement of the house on adjoining property. In order to hold the fill and to prevent further damage it is proposed to blanket the fill slope with quarry-run rock.

Due to the emergency nature of the work it has been started.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer.

DBP:cr
Encl.

RECEIVED
JAN 21 1959
FOR FILING
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5110

1388

January 20, 1959

Mr. William M. Keller
Keller & Keller
Attorneys at Law
808-809 Equitable Building
Portland 4, Oregon

Dear Sir:

Your letter concerning damage suffered by Mrs. Letha J. Johnson of 5515 S. W. Corbett Street, Portland, Oregon, in connection with the Lowell-21st Avenue Section of the Baldock Freeway, has been referred to this office for investigation.

Our Metropolitan Engineer, Mr. Lloyd Shaw, has made the appropriate contacts and investigation and finds that we have contributed to the damage to the Johnson property.

In view of these findings, we are requesting our Legal Division to contact you and to make some equitable and fair arrangement to settle this matter. You should hear from them in the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

FBK:lw:fp:ae

cc to: Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Leonard Lindas

Mr. Lindas:

Please check with Mr. Shaw and try to settle this claim.

Shaw states that the only way we can satisfy these people is by paying damages. They do not desire to have us clean up the areas in question. Inspection of the basement and garage areas discloses that mud and silt from the highway fill at the rear of Mrs. Johnson's house has been carried across her yard and into both building areas. Mr. Shaw estimates that an area approximately twenty feet by thirty feet is covered with mud about three inches deep, and that the entire garage area, approximately eleven feet by twenty feet, is also covered with mud. Mud and silt have also damaged the yard area. The inspection of the area also disclosed that a drainage ditch normally carried surface waters away from the Johnson property is plugged with debris and leaves at a point which causes overflow onto the Johnson property. Obviously, this ditch has not been properly maintained. Notwithstanding this fact, our construction in the area has materially aggrieved the situation to such an extent that unusual amounts of silt and debris have entered this ditch and found their way into the garage and basement areas.

OREGON STATE HIGHWAY DEPARTMENT

INTERDEPARTMENTAL CORRESPONDENCE

Portland, Oregon
January [illegible], 1958

SUBJECT: Lowell-21st Avenue Section,
Portland-Salem Freeway,
Prefix: 26-1096, Contract: 5219
Mud on property at 5515 S. W.
Corbett Avenue
Assignment #5 K

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

In response to Mr. [illegible]'s telephoned request of Tuesday, January [illegible], Ray Pyle inspected the subject property about [illegible] A.M., January [illegible]. The property is occupied by Mrs. Letha Johnson, the house fronts on Corbett Avenue and is approximately 150 feet from the toe of highway slope.

Mr. Pyle reports that he inspected the basement and garage areas and found that mud from the highway fill has been carried across the yard area at the rear of the house and into both building areas. Mr. Pyle estimates an area 20 x 30 feet is covered with mud in the basement and the entire garage area of approximately 11 x 20 feet is also covered. The mud appears to have been carried into the basement through a window and to some extent through the basement wall itself. The wall evidently is made of bank-run gravel and is exceedingly porous.

According to Mr. Pyle, any clean up attempted in the basement area would be hindered by a colossal collection of bottles, bric-a-brac, and other impedimenta. It appears that about 3 inches of mud is in the areas not occupied by stored materials.

The garage floor is fairly uniformly covered by about one inch of mud and could be cleaned up with relative ease.

Mr. Pyle states that while there is ~~now and~~ always has been some trouble with water flowing from the high ground west of Mrs. Johnson's house, it is his opinion that the mud was deposited on the property by the runoff of the first heavy rains of the season. The grade has not been completed and runoff required special treatment in several areas. The first storm brought water over the side of the partially completed embankment and onto the Johnson property. Kuckenberg was instructed to make necessary provision to carry drainage around the property, and on November 18th dug a trench for that purpose. Since that time any drainage onto the Johnson property from the State right of way

CONSTRUCTION DIVISION
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has been the normal runoff from precipitation on the area abutting the property.

* * * * *

January 30, 1959

Contact with Johnson's attorney, William Keller, brought forth the opinion that a ditch, or possibly a natural drain which resembles a ditch, was plugged with debris and has been diverting water onto the Johnson property. On an inspection trip Friday afternoon, January 30th by Shaw and Benedict an old cut off trench on the hillside back of Johnson's property was found to present substantially the condition described by Keller. This cut off trench is very narrow in cross section (possibly one foot at least) and is plugged by leaves and debris at a point which causes overflow onto Johnson's property. The trench is not new and obviously has not been maintained recently. The growth of moss and other vegetation indicates that the trench existed before highway construction on the freeway began.

In a discussion of this question the Johnsons did not remember whether the bulk of the silt deposit on their property occurred before or after December 1st. Resident Engineers records show that there was a silt deposit on the back yard area at Johnson's on that date, but there is no way to show that the silt was from any improper handling of drainage on the Freeway grade. There is at present some movement of silt from the slopes of a small fill, down toward the Johnson property. The present movement is limited to erosion of the slope by heavy rains.

In view of the findings it is recommended that the Department accept responsibility for the damage to the Johnson property and that settlement be arranged by the Legal Division.

Lloyd P. Shaw

LLOYD P. SHAW,
Metropolitan Engineer

LPS/bd/r
cc: Roy Pyle

KELLER & KELLER
ATTORNEYS AT LAW
808-809 EQUITABLE BLDG.
PORTLAND 4, OREGON
CAPITOL 8-8211

W. G. KELLER
WILLIAM M. KELLER

PLEASE RETURN TO
FORREST COOPER

January 2, 1959

State Highway Department
Salem, Oregon

and

Kuckenberg Construction Co.
11104 N.E. Holman Street
Portland, Oregon

Gentlemen:

We represent Mrs. Letha J. Johnson who owns and resides in the premises located at 5515 S.W. Corbett Street in Portland. Our client's property is located at the base of the hill on which the new Harbor Drive-Baldock Freeway extension is being constructed. Her property has been greatly damaged by mud, silt and debris flowing down the hill from the site of said construction work and onto her property.

We inspected the property a week or so ago and in the company of a photographer climbed the hill to the site of your work. It is evident that during the recent rainy periods and because of improper drainage at the construction site this mud, etc. has been carried down the hillside and onto our client's property.

Not only is her entire backyard covered with approximately an inch or inch and a half of silt but the water has erroded a hole into our client's basement and carried almost an inch of mud to the floor of the basement.

We should have the pictures from the photographer within a week or so and would be glad to discuss the matter with either or both of the parties involved or your respective claims representatives. If you wish to have a representative make an inspection of the premises please call us and we will be glad to make arrangements so that that may be done.

Very truly yours,

KELLER & KELLER

By William M Keller

WMK:z

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JAN 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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I-303(21)

5110

December 11, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering stabilizing the Corbett Detour line on the Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(8)297 [I-303(21)].

Heavy rains have caused the fill material on the Corbett Detour line to run and slide, damaging adjoining property as well as losing the fill. It is proposed to place sand bags along the toe of the fill and rock counterbalance for slope protection.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

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FOR FILING

I-303 (21)

When replying, refer to:
08-35.5

3110

September 17, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-6(8)297
Lowell St.-21st Ave. Unit
Old No. I-303(21)
Portland General Electric Co.
Power Line

Dear Sir:

Your request of September 2, 1958 for Federal participation in raising and lowering power line temporarily to permit construction of the Corbett Avenue Structure on the above project cannot be approved.

Our Regional office is of the opinion that adjustments of this nature are covered under Section 6a(3) of PPM 30-4, dated 12-31-57. They also feel that any contractor who bids on a project should be aware of such impediment and would bid accordingly, dependent upon what size equipment he intended to use.

It is suggested that on future work of this nature such items be set out in the Special Provisions to the effect that the contractor would be responsible for reimbursement to the utility for this temporary work.

Very truly yours,

C. G. Polk
Division Engineer

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FORREST COOPER

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5/[illegible]

Sept. 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with raising the Portland General Electric Company's power line temporarily to permit construction of the Corbett Avenue structure and lowering it to permanent position when the structure is completed on the Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Project No. I-5-6(8)297 [I-303(21)]:

1. Copies of Assistant Counsel's letter in agreement to pay the Company for raising and lowering its line.
2. Copies of estimates of the Company, one dated August 8, 1958, including this work and original estimate not including the raising and lowering the line.
3. Copies of the Company's sketch covering the work to be done.

Your approval of the agreement and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

A

FORM E-123-X 25M 5-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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August 22, 1958

Kuckenberg Construction Company
11104 N. E. Holman
Portland, Oregon

Lowell Street-21st Avenue
R. H. Baldock Freeway
Contract No. 5110

Gentlemen:

This is to advise you that the excess excavation of approximately 58,000 cubic yards having its origin at approximately Station 123+50 should be placed in the near future. At the present time we contemplate letting the Sheridan Street structure, this surplus material from your job making the southerly embankment approach.

The contract for the structure will specify that this area will be available to the structural contractor after October 31st. If this material is not in place by that date, it will then be necessary for you to later construct the embankment ends with the structure in place and with all the attendant difficulties.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:je

cc G. S. Paxson ✓
Ivan D. Merchant
A. G. Skelton
W. E. Maltby
Roy W. Pyle

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G. S. PAXSON

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[illegible] 1958
OFFICE OF
[illegible] ENGINEER

FORM E-123-X 25M 5-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5110

July 29, 1958

~~Portland General Electric Company
Electric Building
621 S. W. Alder Street
Portland 5, Oregon~~

~~Attention:~~ Mr. E. A. Paine, Superintendent of Distribution

Re: Portland General Electric Company
Power Line Adjustment
Lowell Street-S.W. 21st Avenue
(Corbett Avenue)
Pacific Hwy. (R. H. Baldock)
Multnomah County

Dear Sir:

Reference is made to correspondence regarding adjustment of your facilities on the above titled project in order to provide for bridge construction which has been the subject of previous correspondence.

It appears reasonable to reimburse you for the extra expense of temporary raising of your power line in order to accommodate the contractor's pile-driving operations, and also for the subsequent lowering thereof to an elevation complying with Electrical Code clearances above the highway.

We do not know whether or not this extra expense will be eligible for Federal participation, but in order that the Highway Commission may comply with the Federal regulations and attempt to secure some reimbursement, it is requested that you submit an estimate for these extra costs in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 13, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. As soon as the estimate has been approved by the Bureau of Public Roads authority to proceed with the work and to bill the Highway Commission will be sent to you.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

RECEIVED
JUL 30 1958
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young, Mr. A. G. Skelton, Mr. G. S. Paxson & Mr. Ivan Merchant

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Monthly Transaction No. 7-16	For 2 (9-)	Oregon
Project Report No. 8	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County Multnomah
	FEDERAL-AID PROJECT AGREEMENT	Project No. I-5-6(8)297 Old I-303(21)

5-118

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Lowell St. to 21st. Ave. in Portland (US-99).

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	10/11/57	-
Rights-of-Way		
Construction	11/20/57	2.7
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 1,483,591.00	Federal funds $ 1,369,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ____________________
(title)

By ____________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 7, 1958

USComm-DC 40257

June 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Lowell Street- 21st Avenue Section, Project No. I-5-6(8)297 /I-303(21)/.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ew

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

[illegible] Section
Pacific Highway,
Multnomah County

NATURE OF WORK:

Grading

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5110 Kuckenberg Const. Co. 1-31-58

DATE OF COMPLETION: 130 workdays from 3-1-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Lowell Street-21st Avenue Section, Project No. I-303(21).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HC:lmr

Oregon State Highway Department

Federal Aid
Project No. I-303(21)

LOWELL STREET-21st AVENUE SECTION OF THE PACIFIC HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 27,000.00

Type Code 0010
Roadway (Sta. 119+00 to Sta. 274+50)(Contract No. 5110)

Clearing and Grubbing	All Required		$ 50,000.00
Removal of Bridge	All Required		5,000.00
Drainage Excavation, Unclassified	16,000 cu.yds.	3.50	56,000.00
Structural Excavation, Unclassified	900 cu.yds.	5.00	4,500.00
General Excavation, Unclassified	850,000 cu.yds.	.63	535,500.00
Short Overhaul	3,650,000 yd.sta.	.01	36,500.00
Long Overhaul	238,000 C-yd.sta.	.35	83,300.00
Finishing Roadbed and Slopes	All Required		5,000.00
Rounding Cutbanks	10,000 lin.ft.	.15	1,500.00
18-inch Concrete Pipe	300 lin.ft.	3.85	1,155.00
24-inch Concrete Pipe	70 lin.ft.	5.50	385.00
36-inch Concrete Pipe	70 lin.ft.	8.95	626.50
40-inch Extra Strength Concrete Pipe	2,060 lin.ft.	14.75	30,385.00
18-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	400 lin.ft.	5.80	2,320.00
21-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	400 lin.ft.	6.70	2,680.00
24-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	220 lin.ft.	7.90	1,738.00
8-inch Sewer Pipe	5,200 lin.ft.	2.00	10,400.00
10-inch Sewer Pipe	730 lin.ft.	2.15	1,569.50
12-inch Sewer Pipe	4,670 lin.ft.	2.60	12,142.00
15-inch Sewer Pipe	2,260 lin.ft.	3.50	7,910.00
18-inch Sewer Pipe	4,600 lin.ft.	4.30	19,780.00
21-inch Sewer Pipe	4,200 lin.ft.	5.10	21,420.00
Class "A" Concrete in Encasement	60 cu.yds.	25.00	1,500.00
Metal Reinforcement in Encasement	3,500 lbs.	.13	455.00
6-inch Perforated Metal Drain Pipe	1,060 lin.ft.	2.00	2,120.00
12-inch Perforated Metal Drain Pipe	770 lin.ft.	2.25	1,732.50
Special Backfill in Drains	220 cu.yds.	6.00	1,320.00
Concrete Catch Basins	12 only	75.00	900.00
Special Concrete Catch Basins	90 only	85.00	7,650.00

Special Concrete Inlets	4 only	150.00	600.00
Concrete Manholes	70 only	250.00	17,500.00
Concrete Manholes, Type "B" Modified	1 only	250.00	250.00
Diversion Manholes	1 only	400.00	400.00
Double Drop Manholes	1 only	500.00	500.00
Adjustment of Manholes	10 only	85.00	850.00
Shells in Manhole Reconstruction	440 lin.ft.	14.00	6,160.00
Domes in Manhole Reconstruction	24 only	75.00	1,800.00
Capping Manholes	14 only	35.00	490.00
Class "A" Concrete in Box Culverts	300 cu.yds.	60.00	18,000.00
Metal Reinforcement in Box Culverts	50,000 lbs.	.13	6,500.00
Class "A" Concrete in Walls	1,480 cu.yds.	50.00	74,000.00
Metal Reinforcement in Walls	240,000 lbs.	.13	31,200.00
Concrete Curbs	50 cu.yds.	40.00	2,000.00
Concrete Walks	330 sq.yds.	4.25	1,402.50
Metal Guard Rail	5,700 lin.ft.	3.50	19,950.00
Coarse Crushed Material in Base	6,300 cu.yds.	3.00	18,900.00
3/4" - 0 Material in Base	1,150 cu.yds.	3.25	3,737.50
Sprinkling	700 M-gals.	3.50	2,450.00
Preparation of Base	All Required		1,250.00
3/4" - 0 Material in Binder Course	60 cu.yds.	5.00	300.00
RC-3 Asphalt	10 tons	62.00	620.00
Class "B" Asphaltic Concrete	1,150 tons	7.50	8,625.00
Detour Structures	All Required		20,000.00
			$1,142,973.50
Flagging (57½% of Contractors Cost)	All Required		6,000.00
Work by Portland General Electric Co.	All Required		8,700.00
Work by Pacific Tel. and Tel. Co.	All Required		15,800.00
Work by City of Portland	All Required		93,000.00
Seeding and Mulching	All Required		7,700.00
Anticipated Slide Removal	All Required		50,000.00
	Subtotal		$1,324,173.50
	10% Engr. & Cont.		132,417.35
	Total		$ 1,456,590.85

Length of Roadway. . . . . 2.700 mile
Length of Roadway. . . . . 0.113 (Exception)
Length of Structure. . . . . 0.132 mile
Length, Total . . . . 2.945 miles
Cost of Roadway per mile $539,478.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 27,000.00	$ 24,000.00	$ 3,000.00
Roadway	1,456,590.85	1,345,000.00	111,590.85
	$1,483,590.85	$1,369,000.00	$114,590.85

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

LOWELL STREET-21ST AVENUE SECTION

Project No. I-303(21)

(Estimate of Cost of Work to be Done by the Portland General Electric Co.)

Labor		5,233.00	
Materials		9,801.63	
Overhead Expense		3,006.93	
Depreciation Credit		3,400.10	Cr.
Salvage Credit, etc.		5,909.67	Cr.
	Total	$ 8,731.79	
	Use	$ 8,700.00	

(Estimate of Cost of Work to be Done by the Pacific Telephone and Telegraph Co.)

Materials		$ 1,310.00	
Labor		7,330.00	
Other Expenses		3,240.00	
Contract Work		4,380.00	
Salvage Credit		285.00	Cr.
Plant Betterment Credit		100.00	Cr.
	Total	$15,875.00	
	Use	$15,800.00	

(Estimated Cost of Work to be Done by the City of Portland.)

Materials		$23,000.00
Labor		48,000.00
Equipment		5,000.00
Misc. Expense		4,900.00
Overhead Expense		12,100.00
	Total	$93,000.00

Oregon State Highway Department

Federal Aid
Project No. I-303(21)

LOWELL STREET-21ST AVENUE SECTION OF THE PACIFIC HIGHWAY

IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 19, 1957

Type Code P. E. Preliminary Engineering	All Required	$	$ 27,000.00

Type Code 0010
Roadway (Sta. 119+00 to Sta. 274+50)

Clearing and Grubbing	All	Required	$	$ 75,000.00
Removal of Bridge	All	Required		5,000.00
Drainage Excavation, Unclassified	16,000	cu. yds.	3.00	48,000.00
Structural Excavation, Unclassified	900	cu. yds.	5.00	4,500.00
General Excavation, Unclassified	850,000	cu. yds.	.50	425,000.00
Short Overhaul	3,650,000	yd. sta.	.01	36,500.00
Long Overhaul	238,000	C-yd.sta.	.35	83,300.00
Finishing Roadbed and Slopes	All	Required		6,000.00
Rounding Cutbanks	10,000	lin.ft.	.20	2,000.00
18-inch Concrete Pipe	300	lin.ft.	3.25	975.00
24-inch Concrete Pipe	70	lin.ft.	4.75	332.50
36-inch Concrete Pipe	70	lin.ft.	8.00	560.00
48-inch Extra Strength Concrete Pipe	2,060	lin.ft.	14.00	28,840.00
18-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	400	lin.ft.	5.90	2,360.00
21-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	400	lin.ft.	7.00	2,800.00
24-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	220	lin.ft.	8.10	1,782.00
8-inch Sewer Pipe	5,200	lin.ft.	1.50	7,800.00
10-inch Sewer Pipe	730	lin.ft.	1.75	1,277.50
12-inch Sewer Pipe	4,670	lin.ft.	2.00	9,340.00
15-inch Sewer Pipe	2,260	lin.ft.	2.50	5,650.00
18-inch Sewer Pipe	4,600	lin.ft.	3.25	14,950.00
21-inch Sewer Pipe	4,200	lin.ft.	4.00	16,800.00
Class "A" Concrete in Encasement	60	cu. yds.	50.00	3,000.00
Metal Reinforcement in Encasement	3,500	lbs.	.16	560.00
6-inch Perforated Metal Drain Pipe	1,060	lin.ft.	2.00	2,120.00
12-inch Perforated Metal Drain Pipe	770	lin.ft.	3.50	2,695.00
Special Backfill in Drains	220	cu. yds.	6.00	1,320.00
Concrete Catch Basins	12	only	75.00	900.00
Special Concrete Catch Basins	90	only	75.00	6,750.00
Special Concrete Inlets	4	only	75.00	300.00
Concrete Manholes	70	only	325.00	22,750.00
Concrete Manholes, Type "B" Modified	1	only	250.00	250.00

Diversion Manholes	1	only	$500.00	$ 500.00
Double Drop Manholes	1	only	300.00	300.00
Adjustment of Manholes	10	only	50.00	500.00
Shells in Manhole Reconstruction	440	lin.ft.	30.00	13,200.00
Domes in Manhole Reconstruction	24	only	60.00	1,440.00
Capping Manholes	14	only	35.00	490.00
Class "A" Concrete in Box Culverts	300	cu. yds.	50.00	15,000.00
Metal Reinforcement in Box Culverts	50,000	lbs.	.16	8,000.00
Class "A" Concrete in Walls	1,480	cu. yds.	55.00	81,400.00
Metal Reinforcement in Walls	240,000	lbs.	.16	38,400.00
Concrete Curbs	50	cu. yds.	45.00	2,250.00
Concrete Walks	330	sq. yds.	4.00	1,320.00
Metal Guard Rail	5,700	lin.ft.	3.00	17,100.00
Coarse Crushed Material in Base	6,300	cu. yds.	3.00	18,900.00
3/4" - 0 Material in Base	1,150	cu. yds.	3.25	3,737.50
Sprinkling	700	M-gal.	3.00	2,100.00
Preparation of Base	All	Required		1,200.00
3/4" - 0 Material in Binder Course	60	cu. yds.	4.50	270.00
RC-3 Asphalt	10	tons	47.50	475.00
Class "B" Asphaltic Concrete	1,150	tons	6.00	6,900.00
Detour Structures	All	Required		25,000.00
				$1,057,894.50
Flagging (57½% of Contractor's Cost)	All	Required		6,000.00
Adjust Telephone Lines	All	Required		3,000.00
Adjust Power Lines	All	Required		6,000.00
Adjust City Water Lines	All	Required		91,000.00
Seeding and Mulching	All	Required		7,700.00
Anticipated Slide Removal	All	Required		50,000.00
	Subtotal			$1,221,594.50
	10% Engr. & Cont.			122,159.45
		Total		$1,343,753.95

Length of Roadway . . . . 2.700 Miles
Length of Roadway . . . . 0.113 Mile (Exception)
Length of Structures. . . . . 0.132 Mile
Total Length. . . . . 2.945 Miles
Cost of Roadway Per Mile. $497,686.62

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 27,000.00	$ 24,000.00	$ 3,000.00
Roadway	1,343,753.95	1,241,000.00	102,753.95
	$1,370,753.95	$1,265,000.00	$105,753.95

Oregon State Highway Department

Federal Aid
Project No. I-303(21)

LOWELL STREET-21st AVENUE SECTION OF THE PACIFIC HIGHWAY

IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon November 19, 1957

Type Code P. E.

Preliminary Engineering	All	Required		$ 27,000.00

Type Code 0010
Roadway (Sta. 119+00 to Sta. 274+50)

Clearing and Grubbing	All	Required		$ 75,000.00
Removal of Bridge	All	Required		5,000.00
Drainage Excavation, Unclassified	16,000	cu. yds.	$ 3.00	48,000.00
Structural Excavation, Unclassified	900	cu. yds.	5.00	4,500.00
General Excavation, Unclassified	850,000	cu. yds.	.50	425,000.00
Short Overhaul	3,650,000	yd. stas.	.01	36,500.00
Long Overhaul	238,000	C-yd.stas.	.35	83,300.00
Finishing Roadbed and Slopes	All	Required		6,000.00
Rounding Cutbanks	10,000	lin. ft.	.20	2,000.00
18-inch Concrete Pipe	300	lin.ft.	3.25	975.00
24-inch Concrete Pipe	70	lin. ft.	4.75	332.50
36-inch Concrete Pipe	70	lin. ft.	8.00	560.00
48-inch Extra Strength Concrete Pipe	2,060	lin. ft.	14.00	28,840.00
18-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	400	lin. ft.	5.90	2,360.00
21-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	400	lin. ft.	7.00	2,800.00
24-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	220	lin. ft.	8.10	1,782.00
8-inch Sewer Pipe	5,200	lin. ft.	1.50	7,800.00
10-inch Sewer Pipe	730	lin. ft.	1.75	1,277.50
12-inch Sewer Pipe	4,670	lin. ft.	2.00	9,340.00
15-inch Sewer Pipe	2,260	lin. ft.	2.50	5,650.00
18-inch Sewer Pipe	4,600	lin. ft.	3.25	14,950.00
21-inch Sewer Pipe	4,200	lin. ft.	4.00	16,800.00
Class "A" Concrete in Encasement	60	cu. yds.	50.00	3,000.00
Metal Reinforcement in Encasement	3,500	lbs.	.16	560.00
6-inch Perforated Metal Drain Pipe	1,060	lin. ft.	2.00	2,120.00
12-inch Perforated Metal Drain Pipe	770	lin. ft.	3.50	2,695.00
Special Backfill in Drains	220	cu. yds.	6.00	1,320.00
Concrete Catch Basins	12	only	75.00	900.00
Special Concrete Catch Basins	90	only	75.00	6,750.00
Special Concrete Inlets	4	only	75.00	300.00
Concrete Manholes	70	only	325.00	22,750.00
Concrete Manholes, Type "B" Modified	1	only	250.00	250.00

Diversion Manholes	1 only	$ 500.00	$ 500.00
Double Drop Manholes	1 only	300.00	300.00
Adjustment of Manholes	10 only	50.00	500.00
Shells in Manhole Reconstruction	440 lin. ft.	30.00	13,200.00
Domes in Manhole Reconstruction	24 only	60.00	1,440.00
Capping Manholes	14 only	35.00	490.00
Class "A" Concrete in Box Culverts	300 cu. yds.	50.00	15,000.00
Metal Reinforcement in Box Culverts	50,000 lbs.	.16	8,000.00
Class "A" Concrete in Walls	1,480 cu. yds.	55.00	81,400.00
Metal Reinforcement in Walls	240,000 lbs.	.16	38,400.00
Concrete Curbs	50 cu. yds.	45.00	2,250.00
Concrete Walks	330 sq. yds.	4.00	1,320.00
Metal Guard Rail	5,700 lin. ft.	3.00	17,100.00
Coarse Crushed Material in Base	6,300 cu. yds.	3.00	18,900.00
3/4" - 0 Material in Base	1,150 cu. yds.	3.25	3,737.50
Sprinkling	700 M-gal.	3.00	2,100.00
Preparation of Base	All Required		1,200.00
3/4" - 0 Material in Binder Course	60 cu. yds.	4.50	270.00
RC-3 Asphalt	10 tons	47.50	475.00
Class "B" Asphaltic Concrete	1,150 tons	6.00	6,900.00
Detour Structures	All Required		25,000.00
			$ 1,057,894.50
Flagging (57½% of Contractors Cost)	All Required		6,000.00
Adjust Telephone Lines	All Required		3,000.00
Adjust Power Lines	All Required		6,000.00
Adjust City Water Lines	All Required		91,000.00
Seeding and Mulching	All Required		7,700.00
Anticipated Slide Removal	All Required		50,000.00
	Subtotal		$ 1,221,594.50
	10% Engr. & Cont.		122,159.45
	Total		$ 1,343,753.95

Length of Roadway. . . . . 2.700 miles

Length of Roadway. . . . . 0.113 mile (Exception)

Length of Structures . . . . 0.132 mile

Total Length . . . . 2.945 miles

Cost of Roadway per mile $497,686.62

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 27,000.00	$ 24,000.00	$ 3,000.00
Roadway	1,343,753.95	1,241,000.00	102,753.95
	$1,370,753.95	$1,265,000.00	$ 105,753.95

FORM E-123X 90M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-303(21)
5110

June 13, 1958

Portland General Electric Company
Electric Building
Portland 5, Oregon

Attention: Mr. E. A. Paine, Superintendent of Distribution

Re: Portland General Electric Company
Power Line Adjustment
Lowell Street-S.W. 21st Avenue
(Corbett Avenue)
Pacific Hwy. (S. W. Baldock)
Multnomah County

Dear Mr. Paine:

Reference is made to our prior correspondence regarding the revision of your facilities at the above referenced location and particularly your letter of April 25 with reference thereto.

Your letter was referred to Mr. Ivan D. Merchant, Bridge Engineer, and I now am in receipt of a communication from him reading in part as follows:

> "Portland General Electric Company have prepared a Sketch No. 73 which is in the construction department's file showing what they propose to do at the Corbett Street intersection on the Baldock Freeway. On Sketch No. 73, the Portland General Electric Company propose to build a new transmission line on the west side of Corbett Avenue with a temporary pole No. 5 just off of the new location of Slavin Road. After the construction of the Corbett Avenue structure, they propose to eliminate Pole No. 5 and run their transmission lines in permanent alignment from Pole No. 4 to Pole No. 24, also shown on the above-mentioned Sketch No. 73.
>
> "In order to clear the north abutment area of Corbett Avenue for pile driving operations, Pole No. 5 should be located farther to the west than indicated on Sheet 73 as determined by a field layout. As this Pole No. 5 can be placed on Highway Department right-of-way for which an easement would be granted the

NOTED
S. PAXSON

> Portland General Electric Company, we can see no reason why this should not become a permanent location. If after construction, the Portland General Electric Company desires to eliminate Pole No. 5 and place other poles on straight alignment between Pole No. 4 and 24, we believe that should be their financial responsibility."

It would appear from Mr. Merchant's statements that as far as the highway construction is concerned only one revision should be necessary. It would appear to follow if you desire to make further changes they should be at your expense.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. A. G. Skelton
Mr. G. S. Paxson /
Mr. Ivan D. Merchant

RECEIVED
JUN 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING
[illegible]

5110
08-35.4-0

June 5, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon I-5-6(8)297, Old I-303(21)
Lowell St.-21st Ave. Unit,
Portland-Salem Expressway

Dear Sir:

Your agreement with the city of Portland covering construction of the Harbor Drive - 14th Avenue Unit and including an estimate of cost for adjusting city-owned water mains, etc., on the subject project, was approved April 14, 1958.

Inasmuch as the agreement was executed on September 9, 1957 and our approval was withheld only by reason of a delay in submission of copies of some exhibits, we are authorizing the start of work on city utility adjustments as of January 31, 1958, the date of contract award.

Reimbursement for this work can be claimed subsequent to the authorization date in accordance with Policy and Procedure Memorandum 30-4.

All future projects involving utility work will be handled in accordance with our letter of May 20, 1958.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig to SHP

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

1851

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER
GORDON L. BURT
CITY ENGINEER

CITY OF PORTLAND
OREGON

RECEIVED
MAY 29 1958
FOR FILING
J-303(21)

W. C. WILLIAMS

May 27, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. Forrest Cooper
Deputy State Highway Engineer

Dear Sir:

This is to acknowledge receipt of your letter of May 26, 1958, advising that you will replace that portion of the sewer which lies under the high fill immediately northerly of Vermont Street.

I want to thank you for your immediate action to our letter and your cooperation in this matter.

Yours very truly,

Gordon L Burt
GORDON L. BURT

City Engineer

DOW:bc

RECEIVED
MAY 28 1958
OREGON
STATE HIGHWAY COMMISSION

W.C.W.

NOTED
FORREST COOPER

RECEIVED
MAY 27 1958
FOR FILING

May 26, 1958

Mr. Gordon L. Burt
City Engineer
City of Portland
City Hall
Portland, Oregon

Dear Sir:

With reference to your letter of May 13 concerning the replacement of the 24-inch sewer immediately northerly of Vermont Street, I wish to advise that we will replace that portion of the sewer which lies under the high fill. It is our intention to have the contractor on this project do the work, and replacement will be made with a sewer of adequate strength to withstand the fill pressures.

I am, by copy of this letter, directing the Division Engineer to proceed with arrangements for the installation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. A. G. Skelton

LHY:jc fn

RECEIVED
MAY 27 1958
FOR FILING

NOTED
W. C. WILLIAMS

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]

5110

May 26, 1958

Mr. Gordon L. Bart
City Engineer
City of Portland
City Hall
Portland, Oregon

Dear Sir:

With reference to your letter of May 13 concerning the replacement of the 24-inch sewer immediately northerly of Vermont Street, I wish to advise that we will replace that portion of the sewer which lies under the high fill. It is our intention to have the contractor on this project do the work, and replacement will be made with a sewer of adequate strength to withstand the fill pressures.

I am, by copy of this letter, directing the Division Engineer to proceed with arrangements for the installation.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. A. G. Skelton

FORM E-30X—67,500—5-56—96655

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 15th, 1958

SUBJECT Lowell St.-21st Avenue
Baldock Expressway
Prefix 26-1096, Cont. 5110

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Herewith enclosed letter from Mr. Gordon L. Burt, City Engineer for the City of Portland, requesting the relocation and re-replacement of a 24 inch sewer which crosses the Baldock Freeway at approximately Station 187+50 in the vicinity of Vermont Street. As noted in Mr. Burt's letter, this sewer consists of a 24 inch monolithic concrete sewer with no reinforcement, and apparently is a combination storm and sanitary sewer.

Mr. Roy Pyle, resident engineer, advises that some repairs have been made to the invert of the sewer, and at least a portion has been relaid with brick. The existing sewer is on an approximate 15% grade, and the fill at this point will be between 65 and 70 feet.

It is recommended that the portion of this sewer under our fill be replaced, and if it is the responsibility of the state to replace this pipe, it is proposed that it be done under contract items, inasmuch as there is provision under the contract for other sewer relocations.

Will you please advise if this sewer replacement has your approval, and if it is the responsibility of the state to stand the cost of replacement.

Original Signed by A. E. Johnson

A. E. JOHNSON
Assistant Division Engineer

AEJ:w
Encl.
cc: Roy Pyle

CONSTRUCTION DIVISION
RECEIVED
MAY 19 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER
GORDON L. BURT
CITY ENGINEER

CITY OF PORTLAND
OREGON

May 13, 1958

Mr. A.G. Skelton, Division Engineer
Oregon State Highway Department
P.O. Box 4699, Portland [illegible]

Dear Sir:

In a study of the existing City sewers under and adjacent to the Baldock Freeway, it has come to our attention that the Vermont Street Trunk Sewer, located approximately 40 feet north of the north line of S.W. Vermont Street under the Freeway, is structurally inadequate to carry the heavy loads imposed on it due to the proposed highway fill.

This trunk consists of a 24-inch monolithic concrete sewer and has no steel reinforcement; it serves a drainage area of approximately [illegible] acres to the west. A structural failure of this sewer would cause a serious threat to the proposed highway fill.

We recommend that the State Highway Department relocate this trunk 10 feet to the south, prior to the placement of the fill and construction of the retaining wall. This construction will consist of 322 feet of 24-inch Class V reinforced concrete pipe (A.S.T.M.C 76-57 T) on a class "B" bedding and would insure the continued use of this trunk both during and upon completion of the [illegible]7-foot highway fill.

As time is of the essence, your immediate consideration of this matter is requested.

Yours very truly,

GORDON L. BURT

City Engineer

JN:S

RECEIVED

RECEIVED
MAY 21 1958
FOR FILING
I-303(21)
5110

May 20, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 215 covering adjusting City of Portland water mains and facilities on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (U. S. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-5-6(1)297 [I-303(21)].

It is necessary to lower and adjust the City water mains to clear for construction. This work was included in the Project Agreement submitted previously.

Attached hereto are copies of a supplemental agreement with the City of Portland which covers extensions necessary due to construction.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

RECEIVED
MAY 15 1958
FOR FILING

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

I-303 (21) PRA084 OB248

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O SFG306 PD=FAX SAN FRANCISCO CALIF 15 1000AMP=

1958 MAY 15 AM 10 30

5110 HERBERT GLAISYER, SECRETARY=
OREGON HIGHWAY COMM SALEM ORG=

NOTED
H. B. GLAISYER

:RE KUCKENBERG CONSTRUCTION CO. CO-PARTNERSHIP ASSIGNMENT OREGON STATE HIGHWAY DEPARTMENT CONTRACT NO. 5110 BEARING IDENTIFYING SYMBOLS 26-1096 I-303 (21) TO KUCKENBERG CONSTRUCTION CO. CORPORATION PLEASE RECOGNIZE SPECIAL POWER OF ATTORNEY #2078 DATED APRIL 24, 1958 G. H. BURNETT ADEQUATE AUTHORITY FOR CONSENT OF GLENS FALLS INSURANCE COMPANY THIS ASSIGNMENT BOND NO. 75-25-10=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

n the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

1958 MAY 15 AM 10 30

ARTHUR M COLOMB ASSISTANT SECRETARY GLENS
FALLS INSURANCE CO==

—5110 26-1096 1-303 (21) #2078 24 1958 75-25-10=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Glens Falls

GLENS FALLS INSURANCE COMPANY
GLENS FALLS INDEMNITY COMPANY
COMMERCE INSURANCE COMPANY
Glens Falls, New York

PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CALIFORNIA

R. H. GRIFFITH, VICE-PRESIDENT
JOHN L. SERGEANT, SECRETARY
PACIFIC COAST DEPARTMENT

SAN FRANCISCO 4, CALIFORNIA
May 12, 1958.

State Highway Department,
State of Oregon,
Salem, Oregon.

Dear Sir:

RE: POWER OF ATTORNEY BEHALF OF
G. H. BURNETT, PORTLAND, OREGON

We are enclosing captioned Power of Attorney for filing with your Department.

Kindly acknowledge receipt of this document, and oblige.

Yours very truly,

A. Conn

PACIFIC COAST DEPARTMENT

Encl.
AC.

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

"Old and Tried" Organized 1849
Glens Falls
INSURANCE COMPANY
Glens Falls, N. Y.

DUPLICATE ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Glens Falls Insurance Company, a corporation organized and existing under the laws of the State of New York, and having its principal office in the City of Glens Falls, in said State, does hereby make, constitute and appoint

G. H. Burnett of Portland, Oregon

its true and lawful attorney for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees provided that the liability of the Company as surety under this authority, in no one instance shall exceed the sum of Five Hundred ---------------- thousand dollars, and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of the Glens Falls Insurance Company at a meeting held on the 2nd day of March, 1951.

"RESOLVED, That the President, or any Vice President of this Company, be and hereby is authorized to execute Powers of Attorney, which, when duly attested by a Secretary or Assistant Secretary, qualify individuals specified therein to act on behalf of the Glens Falls Insurance Company as surety in executing bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the Corporate Seal thereto."

In Witness Whereof, the Glens Falls Insurance Company has caused these presents to be signed and its Corporate Seal to be affixed by its proper officers, duly authorized by the above resolution at the City of Glens Falls, New York, this February 14, 1958

GLENS FALLS INSURANCE COMPANY

Attest:

J. J. Rourke
SECRETARY

By C. S. Willmott
VICE PRESIDENT

State of New York }
County of Warren } ss:

On February 14, 1958, before me appeared C. S. Willmott and J. J. Rourke to me personally known, who, being by me duly sworn, did depose and say that they are Vice President and Secretary respectively of the Glens Falls Insurance Company, the corporation described in, and on whose behalf they executed the above instrument, that the seal affixed to said instrument is the Corporate Seal of said Corporation and was thereto affixed by order of its Board of Directors and said C. S. Willmott and J. J. Rourke acknowledged said instrument to be the free act and deed of said Corporation. Affiants did further depose and say that they signed the above instrument in accordance with authority granted them by said resolution recited in the instrument proper and that said resolution is a true and correct copy of the original duly passed at a meeting of the Board of Directors held at the office of the Company at Glens Falls, New York, on the 2nd day of March, 1951.

Dorothy M. Collins
NOTARY PUBLIC

I E. P. Hutchinson , (Secretary) of the Glens Falls Insurance Company do hereby certify that I have compared the power of attorney granted herein and the resolution recited herein with the originals and amendments thereto now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and amendments thereto, and that said power of attorney has not been revoked but is still in full force and effect.

In Testimony Whereof, I have hereunto subscribed my name as such officer and affixed the seal of the Glens Falls Insurance Company this 12th day of May, 1958.

E. P. Hutchinson
Secretary

(This part below to be completed when the person granted power of attorney is required to acknowledge the execution of the bond.)

State of ______________________ }
County of _____________________ } ss:

On____________________, before me personally came______________________________to me known, who, being by me duly sworn, did depose and say, that he resides in______________________________that he is the Attorney of the Glens Falls Insurance Company, the Corporation described in and which executed the bond attached; that he knows the seal of said Corporation; that the Seal affixed to said bond is such corporate seal; that it was so affixed by virtue of the power of attorney issued to him as more particularly appears above; and that said Company has received from the Superintendent of Insurance of the State of New York a certificate of qualification of its sufficiency as surety or guarantor and that such certificate has not been revoked.

Form 15106 (Duplicate)
Rev. 9-57

____
NOTARY PUBLIC

RECEIVED
JUN 4 1958
FOR FILING
[illegible]
5110

5/8/58
4w

May 14, 1958

Mr. William H. Kinsey
Attorney at Law
Board of Trade Building
Portland 4, Oregon

Dear Mr. Kinsey:

This letter is in reference to yours of April 29, 1958 regarding the assignment by Kuckenberg Construction Company, a partnership, to Kuckenberg Construction Company, an Oregon corporation, of all of its interest in State Highway Contract No. 5110, for grading the Lowell Street-21st Avenue Unit of the Harbor Drive-Washington County Line Section of the Pacific Highway (R. H. Baldock Freeway) in Multnomah County. I wrote you on May 5, 1958 that the matter had been reviewed by the Highway Commission's Chief Counsel who advised me that the assignment was in order subject to approval by the State Highway Commission and provided the Commission is furnished a Power of Attorney executed by the Glens Falls Insurance Company authorizing G. H. Burnett to approve the assignment in behalf of the surety. Such document has been received.

The assignment of this contract was one of the matters discussed by the State Highway Commission at its meeting on May 8, and I am pleased to inform you that the Commission unanimously approved the assignment of the entire contract as proposed. Accordingly, hereafter payments in connection with this project will be made payable to Kuckenberg Construction Company, a partnership, assigned to Kuckenberg Construction Company, a corporation. Instructions to that effect have been given to our Accounting Division.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: C. H. Maison (2)
Floyd Query

Mr. Maison: I attach hereto a copy of the assignment referred to above on the Highway Department's standard form; also a photo copy of the form of assignment as prepared by Mr. Kinsey with the surety company's consent. Also attached is a photo copy of Mr. Burnett's authority to bind the surety as Attorney in Fact.

HBG

(See other side also for note to Query)

NOTED ON CARD
om

KINSEY

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

Kinsey

CA 29981

CA 2-1831 - Burnett

Re: Kuckenberg Construction Co.

Dear Mr. Glaisyer:

In response to your letter of May 5, 1958, enclosed is a power of attorney showing the authority of G. H. Burnett to execute documents on behalf of Glens Falls. I understand that you will now be in a position to present the matter to the State Highway Commission for its consideration and that you will notify me when the assignment has been formally approved.

Very truly yours,

William H. Kinsey

William H. Kinsey

WHK AML

RECEIVED
MAY 8 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN
DOUGLAS M. THOMPSON
JAMES R. MOORE
JAMES H. BRUCE

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

May 7, 1958

Mr. H. B. Glaisyer, Secretary
State Highway Department,
Salem, Oregon.

Re: Kuckenberg Construction Co.

Dear Mr. Glaisyer:

In response to your letter of May 5, 1958, enclosed is a power of attorney showing the authority of G. H. Burnett to execute documents on behalf of Glens Falls. I understand that you will now be in a position to present the matter to the State Highway Commission for its consideration and that you will notify me when the assignment has been formally approved.

Very truly yours,

William H. Kinsey

WHK AML

RECEIVED
MAY 8 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED

Agenda
5/8/58

AGENDA
MAY 8 1958
4-45

May 5, 1958

Mr. William H. Kinsey
Mautz, Souther, Spaulding Denecke & Kinsey
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Dear Mr. Kinsey:

Reference is made to your letter of April 29, 1958, concerning the assignment by Kuckenberg Construction Company to Kuckenberg Construction Company, an Oregon corporation, of its entire interests in State Highway Contract No. 5110 for grading of the Lowell Street-21st Avenue Unit of the Harbor Drive-Washington County Line Section of the Pacific Highway (R. H. Baldock Freeway in Multnomah County).

I referred the material that you sent me to the State Highway Commission's Chief Counsel, Mr. Leonard I. Lindas, who had the matter analyzed. I quote the following from his memorandum to me dated May 1, 1958:

"The assignments of claim and the agreement of assignment appear to be in satisfactory order.

The acceptance of a new principal by the Glens Falls Insurance Company, however, does not indicate by what authority G. H. Burnett signs as attorney for the Glens Falls Insurance Company. I have checked with the Insurance Commissioner's office and have been informed that G. H. Burnett does not appear in their records as attorney in fact for the Glens Falls Insurance Company.

Since there is a change in the principals for which the Glens Falls Insurance Company is acting as surety, I believe that we should receive from Mr. Kinsey either a power of attorney executed by the Glens Falls Insurance Company authorizing G. H. Burnett to sign for them, or a document signed by the proper company officials of the Glens Falls Insurance Company consenting to the change in the principals and consenting to the assignment between the partnership and the corporation, and agreeing that their surety bond, notwithstanding the assignment, will remain in full force and effect as provided by the contract."

SXC

I believe that his comments are self-explanatory. If you will please furnish the Highway Commission evidence that Mr. Burnett is authorized to bind the Glens Falls Insurance Company in this undertaking or a document signed by the proper officials of the Glens Falls Insurance Company as he suggests, I will then be in a position to present the matter to the State Highway Commission for its consideration. This is necessary because the Kuckenberg Construction Company is assigning its entire interests in the contract to the corporation rather than just the payments that are due the company for performance of the work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

FORM 230—50M—2-57—1478

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
May 1, 1958

SUBJECT: Kuckenberg Construction Co.
Contract No. 5110

To: Mr. H. B. Glaisyer
Secretary

Office

Mr. Leonard Lindas has referred to me the attached file, which includes a letter to you dated April 29 from William H. Kinsey, attorney for the Kuckenberg Construction Co., two assignments of claim, an assignment agreement between Henry Kuckenberg, et al., as partners, and the Kukenberg Construction Co., wherein the partnership assigns all of its right, title and interest in the above mentioned contract to the construction company, which is now an Oregon corporation, and an acceptance of the assignment by the Glens Falls Insurance Company.

The assignments of claim and the agreement of assignment appear to be in satisfactory order.

The acceptance of a new principal by the Glens Falls Insurance Company, however, does not indicate by what authority G. H. Burnett signs as attorney for the Glens Falls Insruance Company. I have checked with the Insurance Commissioner's office and have been informed that G. H. Burnett does not appear in their records as attorney in fact for the Glens Falls Insurance Company.

Since there is a change in the principals for which the Glens Falls Insurance Company is acting as surety, I believe that we should receive from Mr. Kinsey either a power of attorney executed by the Glens Falls Insurance Company authorizing G. H. Burnett to sign for them, or a document signed by the proper company officials of the Glens Falls Insurance Company consenting to the change in the principals and consenting to the assignment between the partnership and the corporation, and agreeing that their surety bond, notwithstanding the assignment, will remain in full force and effect as provided by the contract.

I am, therefore, returning the above mentioned file to you and if I can be of any further assistance on this matter, do not hesitate to contact me.

Frank C. McKinney
FRANK C. McKINNEY
Chief, Office Section

FCMcK:ma
enc.
cc L.I.Lindas

NOTED
H. B. GLAISYER

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN
DOUGLAS M. THOMPSON
JAMES R. MOORE
JAMES H. BRUCE

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

April 30, 1958

Mr. H. B. Glaisyer, Secretary,
State Highway Department,
Salem, Oregon.

Re: Kuckenberg Construction Co.

Dear Mr. Glaisyer:

Among the documents forwarded to you yesterday on the above matter was your Assignment of Claim form. We neglected to type in the description of the contract in the body of the form. This description is contained in the second paragraph of the Assignment and we ask that you type same in on the form or return them to us for completion.

Very truly yours,

William H. Kinsey A.M.L.

William H. Kinsey

WHK AML

Photocopy to Tinker 5/1/58

RECEIVED
MAY 1 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

ANSWERED
H. B. GLAISYER

5/C

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
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KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN
DOUGLAS M. THOMPSON
JAMES R. MOORE
JAMES H. BRUCE

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

April 29, 1958

REFERRED 4-30-58
TO McKinney
FOR Study as to Adequacy
LEONARD I. LINDAS
If OK (looks OK to me)
Let Glaisyer know.

H. B. Glaisyer, Secretary,
State Highway Department,
Salem, Oregon.

Re: Kuckenberg Construction Co.

Dear Mr. Glaisyer:

As stated in my letter of April 8, 1958 (answered by your letter of April 10, 1958) Kuckenberg Construction Co., a partnership, desires to transfer to Kuckenberg Construction Co., a corporation, State Highway Contract No. 5110. To accomplish same, enclosed is the following:

Assignment agreement between the partnership and the corporation whereunder the contract is assigned to the corporation and the partnership and the partners guarantee performance of the contract. The consent of the surety is attached to such assignment. Supplementing this assignment, attached is an assignment on your assignment of claim form.

Also enclosed in duplicate is the prequalification statement of Kuckenberg Construction Co., the corporation. Your attention is called to the attachments on pages 11 and 15 which relate the guarantee made by the partnership and incorporate by reference the qualification statements previously submitted by the partnership.

I believe the enclosures should be sufficient to permit approval by the Highway Department. Please do not hesitate to call me if anything else is required.

Very truly yours,

William H. Kinsey

WHK AML
Encls.

RECEIVED
APR 30 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

FORM

RECEIVED

FOR FILING

I-303(21)

5110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1958

SUBJECT:

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Kuckenberg Construction Company and Portland Road & Driveway Co. covering Items 49 to 52 inclusive on the Lowell Street-21st Avenue Contract, No. 5110, Oregon I-303 (21) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: Three (3) previous subcontracts on this project amounting to $304,939.
This subcontract $10,795 for a total of $315,734 or 27.6%

NOTED

RECEIVED
MAY 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 23 1958
FOR FILING

I-303(21)

5110

FORM

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22, 1958

SUBJECT:

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Kuckenberg Construction Co. and J. C. Denton & Sons covering the installation only of Item 45 on the Lowell St.-21st Ave. Contract, No. 5110, Oregon I-303 (21) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: There are two previous subcontracts on this project amounting to $300,379.00. This subcontract for $4,560.00 for a total of $304,939.00 or 26.7%.

RECEIVED
APR 22 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 22 1958
FOR FILING

I-303(21)

[illegible]

April 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of April 16, 1958, regarding "overhead expenses" of $3,000.93 in Portland General Electric Company's estimate in adjustment of its facilities under Order for State Force Work Account No. 285, Contract No. 5110, Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section in Multnomah County, Oregon Project No. I-303(21).

Mr. W. E. Stork, Assistant Distribution Superintendent for P. G. & E. Co., has informed our Utilities Liaison Engineer that an allowance of 20% on labor and material cost for overhead, is customary and is no greater than necessary. The fact that salvage is present in the work does not operate to reduce the overhead expense. He explains, also, that, as his company operates, overhead includes such preliminary engineering and planning work as is involved as well as all office work, general supervision, et cetera.

We know of no way of making any further showing of the reasonableness of the charge in the present instance.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

April 16, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-303(21)
Lowell Street-21st Ave. Unit,
Pacific Highway - Adjustment of
Portland General Electric Facilities
Station 225 - 242

Dear Sir:

Reference is made to your order for State Force Work dated March 17, 1958 submitted with your letter dated April 7, 1958. It is noted "Overhead Expense" is estimated at $3,000.93 when the estimate for "Material and Store Expenses" is only $9,801.63, Labor - $5,233.00, and total billing is only $8,731.79 after credits for depreciation and salvage for poles not covered by easement.

PPM 30-4, Page 6,(2)b., last sentence states "The instructions contained herein shall not be interpreted as permitting the addition to utility accounts of arbitrary percentages or amounts to cover assumed overhead costs, but as requiring the assignment to particular jobs and accounts of actual and reasonable overhead costs".

We feel that, under the circumstances, a showing that the $3,000.93 covers only "actual and reasonable overhead costs" should be made before we can approve the Work Order.

Very truly yours,

C. G. Polk
Division Engineer

M E-129X 80M 1-56

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 11, 1958

Portland General Electric Company
Electric Building
Portland 5, Oregon

P.G.E. pole line adjustment
at S. W. Kelly Street
Lowell Street-21st Avenue Section
Pacific Highway (R. H. Baldock
Freeway)
Multnomah County

Attention Mr. E. A. Paine

Gentlemen:

We have received a verbal opinion from Mr. J. W. DeSouza, Assistant Counsel for the Oregon State Highway Commission, that where a permanent relocation or realignment of a utility facility of considerable magnitude must be made because of highway construction or where heavier or more costly materials must be used in such an adjustment, it is the obligation of the State to reimburse the utility company for the additional length of line or for the extra cost of the additional or more expensive materials required for such an adjustment.

Under this opinion, your claim for reimbursement in the amount of approximately $750 for the extra cost of rerouting your line near S. W. Kelly Street would be considered valid. Reimbursement will be made to the Portland General Electric Company by the State under the normal procedure followed for reimbursement for utility adjustments. You are hereby requested to submit an itemized estimate of cost for this adjustment showing clearly the amount which is extra due to the realignment of this facility.

The U. S. Bureau of Public Roads, under date of September 6, 1957 issued a memorandum prohibiting the placing of new utility facilities on the Interstate Highway System except where such facilities can be serviced and maintained from some location other than from the freeway shoulder. This would prevent the adjustment of your line at this location by the placing of tall poles at the curb line of the freeway, which is in a deep rock cut at this point.

Very truly yours,

Tom Edwards
Construction Engineer

By
ORIGINAL SIGNED BY
L. H. YOUNG
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper
J. W. DeSousa
A. G. Skelton
Roy Pyle

RECEIVED
APR 11 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—87,500—6-57—6384

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 2nd, 1958

SUBJECT: Lowell St.-21st Avenue
Baldock Freeway
Prefix 26-1096, Cont. 5110

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Enclosed herewith are letters from Mr. E. A. Paine, Superintendent of Distribution for Portland General Electric Company, and Mr. Roy Pyle, resident engineer, together with two sketches in connection with the location of the Portland General Electric Company line on the east side of S. W. Kelly Street. Portland General Electric Company proposes a pole at the toe of the cutbank, access to which for servicing would be from the Freeway only.

Mr. Curtis Baker has objected to the location of pole 4, and the power company proposes a second routing at an increased cost of $750, which they propose that we pay. As noted in Mr. Pyle's letter, this is submitted on Mr. Baker's request to determine responsibility for payment, and authority to deny or permit placing a pole back of the curb line which would be accessible only from the Freeway.

Original Signed by A. E. Johnson

A. E. JOHNSON
Assistant Division Engineer

AEJ:w
Encl.
cc: Roy W. Pyle

CONSTRUCTION DIVISION
RECEIVED
[illegible]
NOTED— ☐ ☐ ☐ ☐ ☐

FORM E-20X 37½ 3-54 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 31, 1958

SUBJECT Lowell St.-21st Ave. Unit
Pacific Hwy. (R. H. Baldock Freeway)
Prefix 26-1096, Contract #5110

To Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

Herewith letter and two sketches from Portland General Electric Co. Sketch number 72 shows the location that they desire to maintain on the east side of SW Kelly Street, which they could do by making a temporary long span of 500 feet between poles #3 and #100. Pole #4 would be installed at the toe of the cut bank just back of the curb after grading for the freeway was completed. The temporary alignment shown on sketch number 72 through poles #1 and #2 will not be necessary.

Mr. Curtiss Baker has objected to the location of pole #4 on the grounds that the only access would be from the freeway. The cut at this point will be approximately 60 feet and it is anticipated that 40 to 50 feet will be on a ½:1 slope in rock. This would appear to render the pole inaccessable from the top of the cut on Kelly Street.

The Power Co. feels that there will be very few occaisions when the pole would need servicing, as they claim a life expectancy for the pole of 35 to 40 years.

The only alternate route that appears practical at this time is shown on their sketch No. M75. You will note in their letter they estimate the cost of this alternate route to be $2,850.00 as compared to a cost of $2,100.00 for rebuilding the line in it's present location, and are asking the State to pay the difference of $750.00.

This is being submitted upon Mr. Baker's request to determine responsibility for payment and authority to deny or permit placing a pole back of the curb line, which would be accessible only from the freeway.

Roy W. Pyle

Roy W. Pyle
Resident Engineer

POR[illegible]AND GENERAL EL[illegible]RIC COMPANY

March 25, 1958

Mr. Roy W. Pyle
2131 S.W. Scholls Ferry Rd.
Portland 1, Oregon

Dear Sir:

This letter will confirm the conversation of March 17, 1958, between you, Mr. Baker, Mr. Gavin and Mr. Stork relative to power line relocation at S.W. Kelly Avenue and Baldock Freeway.

We wish to maintain our present pole line location on the east side of S.W. Kelly Avenue which is easily maintained since the line is straight, and would not entail costly anchoring or maintenance. If a permanent suitable location adjacent to Baldock Freeway can be obtained for a pole, we will proceed with this job at no expense to you.

An alternate route has been proposed, as per attached print. This route will be more expensive to build and maintain. The difference in construction cost between these two plans is $750.00. We expect to bill you this amount if you choose this alternate route.

Please advise us which plan you wish to accept and forward authorization to proceed. Mr. W.E. Stork will be available for any cost clarification at 3700 S.E. 17th, Room 105, Ca 8-7181 - Ext. 473.

Very truly yours,

W.A. PAINE
Superintendent of Distribution

WES:dm

ESTIMATED COST OF ALTERNATE PLAN TO REBUILD LINES AT S.W. KELLY & BALDOCK F'WAY

PLAN I- Cost to build line on east side of S.W. Kelly. Includes permanent pole location.

Labor and Material less salvage $2100.00

PLAN II - Cost to build line as per conversation with Mr. Pyle.

Labor and Material less salvage $2850.00

Increased Cost to be billed to State of Oregon $ 750.00

WES:dm

RECEIVED
APR 11 1958

FOR FILING

[illegible]

5110

April 10, 1958

Mr. William H. Kinsey
Attorney at Law
Board of Trade Building
Portland 4, Oregon

Dear Mr. Kinsey:

Regarding your inquiry of April 8, 1958 as to what Kuckenberg Construction Company, a partnership, will have to do in order to assign its interest in State Highway Contract No. 5110 to a corporation, I might say that in the first place the corporation would have to be prequalified with the State Highway Department in an amount not less than the amount of the contract to which you refer. Secondly, it will be necessary for us to have a letter from the surety on the bond furnished by the contractor in this instance consenting to the assignment without prejudice to the bond. Thirdly, upon receipt of the assignment in the form acceptable to the State Highway Commission, preferably on our own standard form, the matter will have to be presented to the State Highway Commission and its approval secured to the assignment.

I enclose several copies of our standard assignment form for your information. I also enclose four copies of our prequalification form for use by the contractor in filing its statement to prequalify as a corporation.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

ROBERT T. MAUTZ
CALVIN H. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN
DOUGLAS M. THOMPSON
JAMES R. MOORE
JAMES H. BRUCE

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

April 8, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department,
Salem, Oregon.

Dear Mr. Glaisyer:

Kuckenberg Construction Co., a partnership, now holds Contract No. 5110 with the Oregon State Highway Department, being Multnomah County Pacific Highway R.H. Baldock Freeway, Lowell Street, 21st unit Harbor Drive-Washington County line. The partnership desires to transfer the contract to a corporation. The partners will guarantee performance of the contract by the corporation. Please let me know what the Highway Department will require in order to approve the assignment of the contract by the partnership to the corporation. Do you have any assignment form you particularly desire, and if the corporation should fill out and submit qualification statements, please send me several copies of same.

Very truly yours,

William H. Kinsey

WHK AML

RECEIVED
APR 9 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
APR 11 1958
FOR FILING

I-305(21)

April 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering adjusting Portland General Electric Company's facilities on the Lowell St.-21st Ave. unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5117, in connection with Federal Aid Project No. I-305(21).

This work is necessary to clear for construction work. The obligation of the State is established by the attached copies of the Assistant Counsel's letter. Copies of the estimate are also attached.

Your approval of this order under the provisions of PPM-30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Baker

RECEIVED
APR 11 1958
FOR FILING

5110

April 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 215 covering adjusting Pacific Telephone and Telegraph Cables on the Lovell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-303(21).

This work is necessary to clear for construction. The obligation of the State to reimburse the company is established by the attached copies of the Assistant Counsel's letter. Copies of the Company's estimate are also attached.

Your approval of this order under the provisions of PPM-30- 4 is requested.

Very truly yours

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

FORM E-123X 80M 1-

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

April 7, 1958

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
Power Line Adjustment
Lowell Street-S.W. 21st Avenue
Pacific Hwy. (R. H. Baldock)
Multnomah County

Gentlemen:

On December 11, 1957, I wrote to you regarding the moving of certain of your facilities from the above titled project.

I now am advised that in connection with the Corbett Avenue structure a line of piles approximately 40-45 feet in length will be driven along the north abutment of the structure, and that your power line must be adjusted so as to stay clear of the pile driving operation, either by a vertical or horizontal movement of the lines. Since your existing facilities are located within the city street, it will be the obligation of your Company to make the necessary adjustments without reimbursement, and it is requested that you proceed with the work as soon as reasonably may be possible.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. A. G. Skelton
Mr. G. S. Paxson
Mr. Ivan D. Merchant

RECEIVED
APR 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

I 303(21)

08:35

April 2, 1958

5118

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-303(21), Lowell Street-
21st. Ave. Section, Pacific Highway.
Order for State Force Work,
Seeding and Mulching
Total estimated cost $7,700.
Federal funds $6,900.

Dear Sir:

We are approving the use of State force as being in the public interest for the following reasons:

(1) The contractor on subject project is neither properly equipped nor staffed to perform the work contemplated under the order.

(2) The State has trained men and specialized equipment to perform the work most economically.

(3) The amount of work is considered to be too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Original to [illegible]

FORM E-30X—37,500—6-57—6654

RECEIVED

FOR FILE
I 303(21)

5110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1958

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Perkins Brothers and Kuckenberg Construction Company covering Items 3 and 17 to 24 inclusive on the Lowell St.-21st. Ave. Contract, No. 5110, Oregon I-303 (21) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

NOTED
FORREST COOPER

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project in the amount of $110,176.50 or 9.6%

RECEIVED
MAR 27 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—37,500—6-57—6884

RECEIVED

FOR FILING

I-303 (21)

5110

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1958

SUBJECT:

To:

Mr. A. O. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Pacific Concrete Company and Kuckenberg Construction Company covering Items 28 to 44 inclusive and Item 53 on the Lowell St.-21st Ave. Contract, No. 5110, Oregon I-303 (21) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract for $110,176.50. This subcontract $190,202.50 for a total of $303,790.00 or 26.28%.

FORREST COOPER

RECEIVED
27 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1958
FOR FILING

I-303(21)

5110

March 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work Nos. 224, and 238 covering seeding and mulching on the Lowell St.-21st Avenue Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-303(21).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do the work. The State has the necessary special equipment operated by experienced crews to do the work much more economically than by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of this order is $7,700.00 with Federal participation of $6,900.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DEP:ia

FORM E-121

A

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 18 1958
FOR FILING

I-303(21)

—5110.

Mar. 17, 1958

Kuckenberg Construction Co.
11104 N. E. Holman
Portland 20, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5110, awarded Jan. 31, 1958, for grading on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway (R. H. Baldock Freeway) in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

A

RECEIVED
MAR 10 1958
FOR FILING

I 303(21)

5110

March 7, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging costs on the Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section of the Pacific (R. H. Baldock Freeway) Highway in Multnomah County, Contract No. 5110, in connection with Federal Aid Project No. I-303(21).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

RECEIVED
FEB 17 1958
FOR FILING

I 303 (21)

5110

February 10, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 3, 1958, on Contract No. 5110, Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line Section, in Multnomah County, in connection with Federal Aid Project No. I-303(21).

Very truly yours,

W. C. Williams
State Highway Engineer

By /s/ Forrest Cooper E.

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

RECEIVED
FEB 5 - 1958
FOR FILING

5110

January 31, 1958

Ruckenberg Construction Company
11104 Northeast Holman
Portland, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957 accepted your proposal for grading on the Lowell St.-21st Ave. Unit, Harbor Drive-Washington County Line Section of the Pacific Highway (R. H. Baldock Freeway) in Portland in Multnomah County, for the sum of $1,142,973.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5110.

Your attention is called to the fact that we have been obliged, by federal regulations, to incorporate in the special provisions applicable to the contract a revised Schedule of Predetermined Minimum Wages, in which schedule some of the minimum wage rates specified are increased 10 cents, 15 cents or 20 cents per hour over the rates specified in the corresponding schedule included in the special provisions furnished to you and other bidders as a part of the bidding specifications. This revision in special provisions was consented to by Mr. Ruckenberg on January 28 in a telephone conversation with our Construction Engineer, Mr. Tom Edwards. It is to be understood that compliance with the terms of the revision will not entitle you to compensation for the extra expense, if any, which such compliance may entail.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

Statement proposed for inclusion in letter transmitting Kuckenberg contract for execution

Your attention is called to the fact that we have been obliged, by federal regulations, to incorporate in the special provisions applicable to the contract a revised "Schedule of Predetermined Minimum Wages", in which schedule some of the minimum wage rates specified are increased 10¢, 15¢ or 20¢ per hour over the rates specified in the corresponding schedule included in the special provisions furnished to you and other bidders as a part of the bidding specifications. This revision in special provisions was consented to by Mr. Kuckenberg on January 28 in a telephone conversation with our Construction Engineer, Mr. Tom Edwards. It is to be understood that compliance with the terms of the revision will not entitle you to compensation for the extra expense, if any, which such compliance may entail.

NOTED
H. B. GLAISYER

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
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E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 31, 1958

Kuckenberg Construction Co.
11104 N. E. Holman
Portland, Oregon

Gentlemen:

Contract for grading the Lowell St.-21st Ave. Unit, Harbor Drive-Washington Co. line section of Pacific Highway in Portland, Multnomah County, for which you submitted low bid on December 5, 1957, awarded you today subject to minimum wage rates revision to meet federal regulations. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Accounting (5003-900)
Files
C. W. Head

RECEIVED

OREGON DISTRICT FOR FILING

5112

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

January 31, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-303(21), Lowell Street-21st Avenue Section of the Pacific Highway, we hereby concur as of this date in award of Contract No. 5110 to Kuckenberg Construction Company of Portland, Oregon, low bidder in the amount of $1,142,973.50 at the December 5, 1957 bid opening.

Very truly yours,

C G Polk

C. G. POLK
Division Engineer

RECEIVED
JAN 31 1958
FOR FILING

I 303(21)

210

January 31, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Lowell St.-21st Ave. Section of the Pacific Highway in Multnomah County, Project I-303(21), to the Kuckenberg Construction Co. of Portland, Oregon, on the basis of the bid of $1,142,973.50 submitted on December 5, 1957.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SWP:ia

RECEIVED
JAN 14 1958
FOR FILING

January 9, 1957

Mr. Kenneth C. Robertson
Office of the Solicitor
U. S. Department of Labor
630 Sansome Street
San Francisco 11, California

Dear Sir:

Please refer to Labor Decision No. 3-7125 dated October 21, 1957 and addition to that Decision dated November 25, 1957, applicable to Oregon F. A. Project I-303(21) Lovell St.-21st Avenue Unit, Grading, Pacific Highway Multnomah County, Oregon. This Decision expires January 14, 1958.

We received bids on this project December 5, 1957 and reserved the right to delay the award as we anticipated considerable difficulty in obtaining one or two parcels of right of way. Award of federal-aid contracts is contingent on our obtaining full right of way access.

We are putting forth every effort to close our right of way acquisitions, but at this time we feel sure that satisfactory closings will not be completed till about February 15, 1958.

On December 19, 1957, by telegram, we asked for a 10-day extension and received a letter under date of December 26, 1957 from Mr. Bothman of your Washington, D.C. office changing the expiration date to December 30, 1957. There was probably some misunderstanding, but later events now indicate that an extension to February 15, 1958 will be necessary in order to clear this project for award of contract.

We will appreciate your service in obtaining an extension of Labor Decision No. 3-7125 to February 15, 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

VOO'N:lmr

EIVED
C 13 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 11, 1957

Pacific Telephone and Telegraph Co.
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone and Telegraph Co.
Telephone Line Adjustment
Lowell Street-21st Avenue Unit
Pacific Highway (R. H. Baldock Freeway)
Multnomah County

Gentlemen:

Bids on the above titled project were received on December 5, 1957 and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

In part, the work involved is adjustment of two cables, one located on S. W. Miles Street near Station 205+50 which was placed under an easement to you recorded in Book 8, Page 228, and the other is located on S. W. 2nd Avenue near Station 216+50 which was placed under an easement to you recorded in Book 14, Page 295 of the Multnomah County Records. In view of the fact that these crossings were covered by private easement, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the adjustments exclusive of any improvements in the value thereof not made necessary by the rearrangements, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of GAM-300 issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. Roy W. Pyle, 2131 S. W. Scholls Ferry Road, Portland 1, Resident Engineer on the project, your estimate of the costs of your work segregated as to labor, equipment rentals, materials and estimated salvage. Your final billing for the work also should be submitted to Mr. Pyle.

In addition to the above work, there are certain other facilities, both overhead and underground, which are in conflict with the construction and are located on public property so that these facilities must be adjusted at your expense. Further details regarding this part of the work may be secured from Mr. Pyle. It is requested that you proceed with the work as promptly as reasonably may be possible.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:bk
cc - Forrest Cooper
L. H. Young
A. G. Skelton
Roy W. Pyle
R. L. Porter
F. W. Farrar

RECEIVED
DEC 12 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 13 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

503 (a)

510

R

December 11, 1957

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
Power Line Adjustment
Lowell Street-21st Avenue Unit
Pacific Highway
(R. H. Baldock Freeway)
Multnomah County

Gentlemen:

Bids on the above titled project were received on December 4, 1957 and it appears that some of your facilities must be adjusted in order to accommodate the highway construction. This adjustment involves the moving of approximately six poles between Highway Stations 230 and 242.

These poles are located under permit granted Oregon Electric Railroad Company to Portland Railway Light and Power Company, your predecessor in interest, dated April 29, 1911 and covering a period of 75 years. Therefore, it will be the obligation of the Highway Commission to compensate for the proper and reasonable costs of the rearrangement work exclusive of any improvement in the value of the facilities not made necessary by the movingwork, with deductions for salvage and depreciation.

In order that they may comply with the conditions of GAM-390 issued by the Public Roads Administration under date of May 1, 1946, it is requested that you submit to Mr. Roy W. Pyle, 2131 S. W. Scholls Ferry Road, Portland 1, who is resident engineer on the project, your estimate on the cost of the work, segregated as to labor, equipment rentals, material and estimated salvage. Your final billing for the work also should be submitted to Mr. Pyle.

Yours very truly,

J. W. DeSOUZA
Assistant Counsel

JWD:bk
cc - Forrest Cooper ✓
L. H. Young
A. G. Skelton
Roy W. Pyle
R. L. Porter
F. W. Farrar

RECEIVED
DEC 12 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 10 1957
FOR FILING

I-303(21)

5/10

I-303

December 9, 1957

Kuckenburg Construction Company
11104 N. E. Holman
Portland, Oregon

Gentlemen:

The State Highway Commission on December 5, 1957, accepted your bid in the amount of $142,973.50 for grading on Harbor Drive -Washington County Line Section of the Pacific Highway in Multnomah County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
NOV 22 1957
FOR FILING
OREGON DISTRICT

I-303 (21)
5110 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-303(21), Lowell St.-21st Avenue Unit, Harbor Drive-Washington County Line of the Pacific Highway. This is to authorize your advertising for bids.

Approval of P. S. and E. and authorization of advertising are given with the understanding that you will make any changes found necessary upon completion of our detailed review of the P. S. and E. submission.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By:

A. F. Bester
A. F. Bester
Acting Division Engineer

FORM E-123X 90M 6-57

RECEIVED
NOV 25 1957
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 18, 1957

Mr. Fred T. Fowler
Highway Engineering Coordinator
City Hall
Portland, Oregon

Re: City of Portland
Water System Revisions
S. W. Lowell Street-S.W. 21st Avenue
R. H. Baldock Freeway
Multnomah County

Dear Mr. Fowler:

It is tentatively scheduled to receive bids on the above-titled project on December 5, 1957, which will involve the moving of numerous city water mains and facilities.

This work is covered by agreements between the Highway Commission and the City of Portland, dated May 23, 1957 and September 9, 1957.

It is requested that you proceed with the work with the understanding that the City of Portland will be compensated therefor in accordance with the terms contained in the said agreements. It appears that an estimate, in the amount of $90,600, has been submitted to the Highway Commission's Engineers.

In order that we may comply with the conditions of General Administrative Memorandum No. 300, issued by the Public Roads Administration under date of May 1, 1946, your billing for the work should be submitted to Mr. Curtis Baker, Utilities Liason Engineer, State Highway Building, Salem, Oregon. This billing should be segregated to show amounts for labor, materials, equipment rentals and deductions for salvage and depreciation.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Tom Edwards
Mr. G. S. Paxson
Mr. A. G. Skelton

RECEIVED
NOV 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 15 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1957

SUBJECT: City of Portland
Water System Revisions
S. W. Lowell Street-S. W. 21st Avenue
R. H. Baldock Freeway
Multnomah County

To: Mr. Leonard I. Lindas
Chief Counsel
Office

Attention Mr. J. W. DeSouza

On the above named project, bids for which are tentatively scheduled to be received on December 5, 1957, a number of water lines owned by the City of Portland must be adjusted. The City wishes to begin the work on these lines immediately and would like authorization to proceed with the work. Preliminary plans for the affected areas were delivered to the City Water Bureau on October 31, 1957.

In view of the above, it is recommended that the City be notified that they may proceed with the necessary work, and that the agreement between the City and the State, which is as yet unsigned, will be used as the basis for reimbursement to the City for the costs incurred in making the necessary adjustments.

Mr. Manchester of the Portland Water Bureau has furnished us with an estimate of cost for making the necessary move in the amount of $90,600.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper
G. S. Paxson

NOTED
FORREST COOPER

RECEIVED
NOV 14 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1957
FOR FILING
I-303 (21)
5110

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Salem, Oregon
October 1, 1957

Lovell St. - 21st Ave. Unit
Harbor Drive-Wash. Co. Line Section
R. H. Baldock Freeway

Mr. Virgil O'Neil
Assistant Office Engineer
Building

It is requested that you add $7700 to the authorization of the subject job to cover 28 acres of seeding, mulching and refertilization to control surface erosion. It is anticipated that the work will be accomplished by state forces using mechanized seeding and mulching equipment under the supervision of the Landscape Engineer.

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards
Mr. M. H. Astrup

RECEIVED
APR 4 1961

FOR FILING

F-150 (6)

5111

April 4, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Pioneer Mountain Section
Corvallis Newport Highway
Lincoln County, Contract 5111
Project No. F-150(6)

Dear Sir:

This is to advise you that seeding and mulching work on the subject project was completed October 26, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

4-4-6

Monthly transaction number 4-16	PR-2A (5-31-57) U.S. DEPARTMENT OF COMME BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number **10**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Lincoln** Project number **F-150(6)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 7**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project $ **696,034**

Revised Federal funds $ **428,884**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **4** day of **April**, 19**61**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: **R. C. Wright**
Administrative Manager

Monthly Transaction No. RECEIVED 11-23 1958	For -2 (9- 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
		County Lincoln
Project Report No. FOR FILING F 150(6) 7 5111	FEDERAL-AID PROJECT AGREEMENT	Project No. F-150(6)

~~The State,~~ through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Beginning approximately 3 miles northeast of Toledo, extending northeasterly (US-20).

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	11/19/57	-
Rights-of-Way		
Construction	12/31/57	2.7
Other *(Specify)*		

FUNDS

Estimated total cost of project $685,970.00	Federal funds $424,400.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By ______________________

State Highway Engineer
(title)

By ______________________

(title)

By ______________________

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By **C. G. Polk**
Division Engineer

Date executed by Division Engineer **July 7, 1958**

USComm-DC 40257

June 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Pioneer Mountain Section, Project No. F-150(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:ew

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Pioneer Mountain Section
Corvallis-Newport Highway
Lincoln County

NATURE OF WORK:

Grading

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
5111 Earl L. McNutt Co. 2-28-58

DATE OF COMPLETION: 200 workdays from 3-10-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Pioneer Mountain Section, Project No. F-150(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HHC:lmr

Oregon State Highway Department

Federal Aid
Project No. F-150(6)

PIONEER MOUNTAIN SECTION OF THE CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P. E.

Preliminary Engineering	All	Required		$ 18,000.00

Type Code 0010
Roadway (Sta. 487+60 to Sta. 631+00)(Contract No. 5111)

Clearing and Grubbing	All	Required		$ 55,000.00
Drainage Excavation, Unclassified	3,400	cu.yds.	2.50	8,500.00
General Excavation, Unclassified	935,000	cu.yds.	.35	327,250.00
Short Overhaul	2,463,000	yd.sta.	.01	24,630.00
Long Overhaul	18,100	C-yd.sta.	.40	7,240.00
Finishing Roadbed and Slopes	2.68	miles	800.00	2,144.00
Rounding Cutbanks	8,300	lin.ft.	.20	1,660.00
12-inch Corrugated Metal Pipe	60	lin.ft.	3.35	201.00
18-inch Corrugated Metal Pipe	1,380	lin.ft.	4.75	6,555.00
24-inch Corrugated Metal Pipe	900	lin.ft.	7.15	6,435.00
24-inch Corrugated Metal Pipe, 10 Gage	280	lin.ft.	11.10	3,108.00
36-inch Corrugated Metal Pipe, 10 Gage	190	lin.ft.	16.20	3,078.00
48-inch Corrugated Metal Pipe, 10 Gage	540	lin.ft.	25.15	13,581.00
78-inch Corrugated Metal Pipe, 8 Gage	120	lin.ft.	49.00	5,880.00
84-inch Corrugated Metal Pipe	330	lin.ft.	53.00	17,490.00
12-inch Concrete Pipe	300	lin.ft.	2.20	660.00
6-inch Perforated Metal Drain Pipe	900	lin.ft.	1.45	1,305.00
8-inch Perforated Metal Drain Pipe	10,300	lin.ft.	1.90	19,570.00
10-inch Perforated Metal Drain Pipe	440	lin.ft.	2.70	1,188.00
Special Backfill in Drains	1,400	cu.yds.	6.00	8,400.00
114-inch Structural Plate Pipe, 10 Gage	120	lin.ft.	83.25	9,990.00
Concrete Catch Basins	4	only	200.00	800.00
Coarse Crushed Material in Base	2,900	cu.yds.	4.00	11,600.00
3/4" - 0 Material in Base	440	cu.yds.	4.25	1,870.00
Sprinkling	130	M-gal.	3.00	390.00
Loose Riprap	270	cu.yds.	6.50	1,755.00
				$540,280.00
Anticipated Drainage and Slide Removal	All	Required		50,000.00
Work by Consumers Power, Inc.	All	Required		5,215.00
Flagging (57½% of Contractors Cost)	All	Required		500.00
Seeding and Mulching	All	Required		11,250.00
	Subtotal			$607,245.00
	10% Engr. & Cont.			60,724.50
	Total			$667,969.50

Length of Roadway. . . . . 2.679 miles
Cost of Roadway per mile $249,335.38

SUMMARYOF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 18,000.00	$ 11,000.00	$ 7,000.00
Roadway	667,969.50	413,400.00	254,569.50
	$685,969.50	$424,400.00	$261,569.50

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

STate Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. F-150(6)

PIONEER MOUNTAIN SECTION OF THE CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 30, 1957

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 18,000.00

Type Code 0010
Roadway (Sta. 487+60 to Sta. 631+00)

Clearing and Grubbing	All	Required	$	$ 50,000.00
Drainage Excavation, Unclassified	3,400	cu. yds.	3.00	10,200.00
General Excavation, Unclassified	935,000	cu. yds.	0.43	402,050.00
Short Overhaul	2,463,000	yd. sta.	0.01	24,630.00
Long Overhaul	18,100	C-yd.sta.	0.40	7,240.00
Finishing Roadbed and Slopes	2.68	miles	1,200.00	3,216.00
Rounding Cutbanks	8,300	lin. ft.	0.20	1,660.00
12-inch Corrugated Metal Pipe	60	lin. ft.	3.75	225.00
18-inch Corrugated Metal Pipe	1,380	lin. ft.	5.25	7,245.00
24-inch Corrugated Metal Pipe	900	lin. ft.	7.50	6,750.00
24-inch Corrugated Metal Pipe, 10 Gage	280	lin. ft.	11.00	3,080.00
36-inch Corrugated Metal Pipe, 10 Gage	190	lin. ft.	17.75	3,372.50
48-inch Corrugated Metal Pipe, 10 Gage	540	lin. ft.	31.00	16,740.00
78-inch Corrugated Metal Pipe, 8 Gage	120	lin. ft.	51.00	6,120.00
84-inch Corrugated Metal Pipe	330	lin. ft.	53.00	17,490.00
12-inch Concrete Pipe	300	lin. ft.	2.50	750.00
6-inch Perforated Metal Drain Pipe	900	lin. ft.	2.00	1,800.00
8-inch Perforated Metal Drain Pipe	10,300	lin. ft.	2.75	28,325.00
10-inch Perforated Metal Drain Pipe	440	lin. ft.	3.00	1,320.00
Special Backfill in Drains	1,400	cu. yds.	7.50	10,500.00
114-inch Structural Plate Pipe, 10 Gage	120	lin. ft.	78.00	9,360.00
Concrete Catch Basins	4	only	100.00	400.00
Coarse Crushed Material in Base	2,900	cu. yds.	4.50	13,050.00
3/4" - 0 Material in Base	440	cu. yds.	5.00	2,200.00
Sprinkling	130	M-gals.	4.00	520.00
Loose Riprap	270	cu. yds.	5.00	1,350.00
				$629,593.50
Anticipated Drainage and Slide Removal	All	Required		25,000.00
Adjust Utilities	All	Required		5,000.00
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Seeding and Mulching	All	Required		11,250.00
	Subtotal			$671,343.50
	10% Engr. & Cont.			67,134.35
		Total		$738,477.85

Length of Roadway - - - - - - - - 2.679 Miles
Cost of Roadway Per Mile- - - - $275,654.29

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 18,000.00	$ 11,000.00	$ 7,000.00
Roadway	738,477.85	457,000.00	281,477.85
	$756,477.85	$468,000.00	$288,477.85

Oregon State Highway Department

Federal Aid
Project No. F-150(6)

PIONEER MOUNTAIN SECTION OF THE CORVALLIS-NEWPORT HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 6, 1958

Type Code P.E.

Preliminary Engineering	All	Required	$	$ 18,000.00

Type Code 0010
Roadway (Sta. 487+60 to Sta. 631+00)

Clearing and Grubbing	All	Required	$	$ 60,000.00
Drainage Excavation, Unclassified	3,400	cu. yds.	3.00	10,200.00
General Excavation, Unclassified	935,000	cu. yds.	0.48	448,800.00
Short Overhaul	2,463,000	yd. sta.	0.01	24,630.00
Long Overhaul	18,100	C-yd.sta.	0.40	7,240.00
Finishing Roadbed and Slopes	2.68	miles	1,200.00	3,216.00
Rounding Cutbanks	8,300	lin. ft.	0.20	1,660.00
12-inch Corrugated Metal Pipe	60	lin. ft.	3.75	225.00
18-inch Corrugated Metal Pipe	1,380	lin. ft.	5.25	7,245.00
24-inch Corrugated Metal Pipe	900	lin. ft.	7.50	6,750.00
24-inch Corrugated Metal Pipe, 10 Gage	280	lin. ft.	11.00	3,080.00
36-inch Corrugated Metal Pipe, 10 Gage	190	lin. ft.	17.75	3,372.50
48-inch Corrugated Metal Pipe, 10 Gage	540	lin. ft.	31.00	16,740.00
78-inch Corrugated Metal Pipe, 8 Gage	120	lin. ft.	51.00	6,120.00
84-inch Corrugated Metal Pipe	330	lin. ft.	53.00	17,490.00
12-inch Concrete Pipe	300	lin. ft.	2.50	750.00
6-inch Perforated Metal Drain Pipe	900	lin. ft.	2.00	1,800.00
8-inch Perforated Metal Drain Pipe	10,300	lin. ft.	2.75	28,325.00
10-inch Perforated Metal Drain Pipe	440	lin. ft.	3.00	1,320.00
Special Backfill in Drains	1,400	cu. yds.	7.50	10,500.00
114-inch Structural Plate Pipe, 10 Gage	120	lin. ft.	78.00	9,360.00
Concrete Catch Basins	4	only	100.00	400.00
Coarse Crushed Material in Base	2,900	cu. yds.	4.50	13,050.00
3/4" - 0 Material in Base	440	cu. yds.	5.00	2,200.00
Sprinkling	130	M-gals.	4.00	520.00
Loose Riprap	270	cu. yds.	5.00	1,350.00
				$686,343.50
Anticipated Drainage and Slide Removal	All	Required		50,000.00
Adjust Utilities	All	Required		5,000.00
Flagging (57½% of Contractor's Cost)	All	Required		500.00
Seeding and Mulching	All	Required		11,250.00
	Subtotal			$753,093.50
	10% Engr. & Cont.			75,309.35
			Total	$828,402.85

Length of Roadway - - - - - - - - - - 2.679 Miles
Cost of Roadway Per Mile- - - - - - - - $309,220.92

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 18,000.00	$ 11,000.00	$ 7,000.00
Roadway	828,402.85	513,000.00	315,402.85
	$846,402.85	$524,000.00	$322,402.85

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NOT
W. C. WILLIAMS

W. C. Williams

T

March 3, 1961

Pioneer Mountain Section
Contract No. 5111
F-150 (6)

Item 5111

FINAL COST ANALYSIS

Grading
Contractor: Earl McNutt Co.
Resident Engineer: Wendel E. Schwartz

Corvallis-Newport Highway
Prefix No. 21-1048
Project No. F-150(6)

	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	55,000.00		52,616.63	55,000.00
Drainage Excavation	4,067.78	Cu.Yd.	2.50	2.29	9,299.24	10,169.45
General Excavation	935,000	Cu.Yd.	0.35	0.351	328,334.37	327,250.00
Short Overhaul	2,794,735.5	Yd.Sta.	0.01	0.009	24,654.58	27,947.36
Long Overhaul	17,817.31	C-Yd.Sta.	0.40	0.39	6,942.00	7,126.92
Finish R.B. & Slopes	2.68	Miles	800.00	740.60	1,984.82	2,144.00
Rounding Cutbanks	5,520	Lin.Ft.	0.20	0.16	889.62	1,104.00
12" Corr.Metal Pipe	60	Lin.Ft.	3.35	2.82	169.46	201.00
18" Corr.Metal Pipe	794	Lin.Ft.	4.75	3.78	3,004.50	3,771.50
24" Corr.Metal Pipe	719	Lin.Ft.	7.15	5.61	4,035.95	5,140.85
24" Corr.Metal Pipe, 10 Ga.	1,114	Lin.Ft.	11.10	9.74	10,848.19	12,365.40
36" Corr.Metal Pipe, 10 Ga.	206	Lin.Ft.	16.20	12.45	2,564.83	3,337.20
48" Corr.Metal Pipe, 10 Ga.	298	Lin.Ft.	25.15	22.20	6,614.46	7,494.70
78" Corr.Metal Pipe, 8 Ga.	112	Lin.Ft.	49.00	37.55	4,205.71	5,488.00
84" Corr.Metal Pipe	346	Lin.Ft.	53.00	42.30	14,635.59	18,338.00
12" Concrete Pipe	147	Lin.Ft.	2.20	1.68	247.39	323.40
6" Perf.Mtl.Dr.Pipe, Unctd.	1,445	Lin.Ft.	1.45	1.11	1,601.00	2,095.25
8" Perf.Mtl.Dr.Pipe, Unctd.	4,771	Lin.Ft.	1.90	1.58	7,524.17	9,064.90
10" Perf.Mtl.Dr.Pipe, Unctd.	425	Lin.Ft.	2.70	2.04	868.12	1,147.50
Special Backfill in Drains	765.24	Cu.Yd.	6.00	5.40	4,131.98	4,591.44
114" Struc.Plate Pipe, 10 Ga.	136	Lin.Ft.	83.25	70.84	9,634.36	11,322.00
Coarse Cr.Mat'l in Base	3,598	Cu.Yd.	4.00	4.00	14,392.00	14,392.00
3/4"-0 Cr.Mat'l in Base	300	Cu.Yd.	4.25	4.25	1,275.00	1,275.00

----- Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Sprinkling	154	M-Gal.	3.00	3.00	462.00	462.00
Loose Riprap	175	Cu.Yd.	6.50	5.50	962.21	1,137.50
PA#1 36" C.M.P., 8 Ga.	254	Lin.Ft.	18.70	15.19	3,857.34	4,749.80
PA#2 18" C.M.P. 14 Ga.	210	Lin.Ft.	5.70	5.24	1,100.79	1,197.00
PA#3 200-300 Asphalt	25.97	Ton	60.00	60.00	1,558.20	1,558.20
PA#3 3/4"-0 Mat'l in Binder	60	Cu.Yd.	5.50	5.50	330.00	330.00
PA#3 Furn. & Place Aggregate	245	Cu.Yd.	6.00	6.00	1,470.00	1,470.00
PA#4 General Excavation	162,863.4	Cu.Yd.	0.35	0.31	51,090.76	57,002.19
PA#5 Purch. Ex. 12" Conc. Pipe	96	Lin. Ft.	1.00	1.00	96.00	96.00
Force Account					25,172.38	28,055.90
					$596,573.65	$627,148.46

Gross Revenue	$ 627,148.46
Total Cost	596,573.65
Net Profit	$ 30,574.81

Net Profit equals 4.9% of Gross Revenue

ETAIL OF COSTS - Contract No. 111

Labor:					
Labor				$ 186,619.16	
Labor Insurance				14,183.06	
Health, Welfare and Pension				6,988.50	$ 207,790.72
Materials:					
12" Corr. Metal Pipe	60 Lin. Ft.	@	$1.95	117.00	
12" Corr. Metal Bands	3 Each	@	$1.95	5.85	
18" Corr. Metal Pipe	794 Lin. Ft.	@	$2.64	2,096.16	
18" Corr. Metal Bands	38 Each	@	$2.64	100.32	
24" Corr. Metal Pipe	719 Lin. Ft.	@	$4.25	3,055.75	
24" Corr. Metal Bands	34 Each	@	$4.25	144.50	
24" Corr. Metal Pipe, 10 ga.	1,114 Lin. Ft.	@	$7.22	8,043.08	
24" Corr. Metal Bands	52 Each	@	$7.22	375.44	
36" Corr. Metal Pipe	206 Lin. Ft.	@	$10.48	2,158.88	
36" Corr. Metal Bands	9 Each	@	$10.48	94.32	
48" Corr. Metal Pipe	298 Lin. Ft.	@	$14.16	4,219.68	
48" Corr. Metal Bands	11 Each	@	$14.16	155.76	
78" Corr. Metal Pipe	112 Lin. Ft.	@	$28.49	3,190.88	
78" Corr. Metal Bands	5 Each	@	$56.98	284.90	
84" Corr. Metal Pipe	346 Lin. Ft.	@	$31.45	10,881.70	
84" Corr. Metal Bands	14 Each	@	$62.90	880.60	
12" Conc. Culvert Pipe	147 Lin. Ft.	@	$1.00	147.00	
6" Perf. Mtl. Dr. Pipe	1,445 Lin/Ft.	@	$0.76	1,098.20	
6" Perf. Mtl. Bands	70 Each	@	$0.96	67.20	
8" Perf. Mtl. Dr. Pipe	4,771 Lin. Ft.	@	$0.99	4,723.29	
8" Perf. Mtl. Bands	235 Each	@	$1.19	279.65	
10" Perf. Mtl. Dr. Pipe	425 Lin. Ft.	@	$1.55	658.75	
10" Perf. Mtl. Bands	20 Each	@	$1.50	30.00	
114" Str. Plate Pipe	136 Lin. Ft.	@	$46.74	6,356.64	
36" Corr. Mtl. Pipe, 8 Ga.	254 Lin. Ft.	@	$12.38	3,144.52	
36" Corr. Mtl. Bands	12 Each	@	$12.38	148.56	
18" Corr. Mtl. Pipe, 14 Ga.	210 Lin. Ft.	@	$3.28	688.80	
18" Corr. Mtl. Bands	10 Each	@	$3.28	32.80	
Special Backfill Mat'l	765.24 Cu. Yd.	@	$3.25	2,487.03	
Material used in Force Account				2,762.20	58,429.46
Equipment Rental and Miscellaneous Supplies:					
Equipment Rental				240,311.83	
Gas, Oil and Grease				25,597.66	
Bond				3,762.89	
P.U.C.				525.60	
P.L. and P.D. Insurance				2,332.74	
Explosives				7,678.00	
Small Tools and Miscellaneous Supplies				2,536.90	
Move In, Freight and Cartage				6,520.45	
Amt. paid J.C. Compton for Oiling				19,487.20	
Home Office and General Overhead				21,600.20	330,353.47
			TOTAL COST		$ 596,573.65

Remarks - Contract No. 5111

This was a "Federal Aid Primary Project" calling for the construction of 2.68 miles of highway roadbed on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County.

The contract was bid January 16, 1958, awarded February 28, 1958. Work started March 3, 1958 and the project was completed July 30, 1960.

The contractor moved in one D6 cat and dozer, one D8 cat and clearing dozer and a crew of five men and started the clearing March 3, 1958. The clearing consisted of large trees and dense brush. A large amount of the brush had to be hand cleared due to the slopes being too steep for the equipment to operate. A small profit was realized on the clearing.

The contractor moved in five D8 cats and scrapers, one D9 push cat and ripper, one D8 push cat, one cat #12 blade and started excavating June 23rd making good progress, working two shifts for 2 to 3 weeks. Work ceased approximately July 14th due to the strike. Work on the excavation resumed August 14th, working two shifts. At this time a 3/4-cubic yard shovel with dragline attachment and a crew of five men dug the trenches and installed culvert pipe. Some of the material to be excavated at the summit cut had to be drilled and blasted, then removed with one 2-1/2-cubic yard shovel and three Euclid trucks. During the winter the cut at Station 545 had a large slide of approximately 165,000 cubic yards. When grading was resumed, the contractor used three cats and scrapers and three DW21 scraper units. The material was hauled to a site adjacent to the highway at Station 540.

The contractor hired J.C. Compton to furnish and place the base rock and the 0-11 oil on a portion of this project at the bid prices. The gravel used in the base and oil surface was purchased from Newport and hauled and processed with Compton's equipment.

The contractor had good bid prices, good equipment and good supervision, realizing a good profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

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JAN 30 1961
FOR FILING

F-150(1)

5111

January 27, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5111 for grading the Pioneer Mt. Section of the Corvallis-Newport Highway in Lincoln County was completed by the contractor, Earl L. McNutt Co., on July 30, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of $18,092.81 will be released to the contractor on or after February 6, 1961. The total contract amount is $627,148.46, of which amount $28,055.90 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Earl L. McNutt Co.,
351½ East Broadway
Eugene
Oregon

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1-15(4)

5111

November 29, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Earl L. McNutt Co., on contract #5111 for grading the Pioneer Mt. Section of the Corvallis-Newport Highway in Lincoln County.

This payment, in the amount of $18,849.61, will be released to contractor on or after December 9, 1960. The retained percentage is $17,969.06.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Earl L. McNutt Co.,
351½ East Broadway
Eugene
Oregon

21-1048

Form E-1—(Rev.)-

7 - 16C (6)

5111

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 19, 1960

Section Pioneer Mountain

Kind of work Grading

Highway Corvallis-Newport County Lincoln

Section prefix 21-1048

Contractor Earl L. McNutt Co.

Contract number 5111

Date of contract February 28, 1958

Specified work days 200

Date work started March 3, 1958

Work days used 179

Project authorization $686,283.75

Exclusive of engineering $637,481.35

Per cent of time elapsed 89 1/2 %

Estimated cost of completed project, exclusive of engineering $636,138.66

Estimated per cent overrun or underrun 0.2 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $48,802.40

Engineering cost to date $48,772.84, 100 %

Date project was completed July 30, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Three men in the office four days this week on the semi-final estimate.

Semi-Final Estimate delivered to the Division Office in Salem on Friday, November 18.

Extremely heavy rains this week have started activity immediately to the east of the existing slide in the summit cut.

NOTED

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M. N. Juve

FINAL REPORT ON THIS PROJECT FROM THIS OFFICE.

Signed Res. Engr.

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.56	0.42		0.42	
Miles partially completed					
Miles completed	2.56	0.42		0.42	
Total estimated quantities (contract)	935,000	3,340			
Total quantities corrected to date					
Estimated quantities moved or placed to date	1,097,784.1	3,898		25.97 oil; 305 agg.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	showers		
Tuesday	rain		
Wednesday	rain		
Thursday	rain		
Friday	cloudy		
Saturday			

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5111

August 25, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Earl L. McNutt Co., a portion of the funds heretofore retained by the Commission on contract #5111 for grading the Pioneer Mt. Section of the Corvallis-Newport Highway in Lincoln County.

This payment, in the amount of $30,211.48, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $17,429.42. The present payment will be released on or after September 6, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

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F-150(6)

5111

August 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 30, 1960, on Contract No. 5111, Pioneer Mountain Section, in Lincoln County, in connection with Federal Aid Project No. F-150(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

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FORM E-30X

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F 150(6)

5111

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 29, 1959

SUBJECT: Pioneer Mountain Section
Corvallis-Newport Highway
Contract No. 5111

To: Mr. Leonard I. Lindas
Chief Counsel
Office

In accordance with your letter of October 2, we have made a thorough investigation into the well problem that occasioned a damage action from Washington W. and Florence Smith against the Earl L. McNutt Construction Company.

It now appears that the spring that dried up is again active and that the Smiths have an adequate supply of water. Apparently, the impairment of the spring was only a temporary thing and that the underground channels feeding the same have cleared themselves.

It is not believed that the Smiths have a very good case at the present moment. However, it is just a matter now of waiting and seeing if further impairment occurs during the next one or two dry seasons.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp

cc Forrest Cooper

Forrest Coop

FORM E-30 5OM 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1959

SUBJECT: Damage Action
Washington W. Smith & Florence Smith
vs. Earl L. McNutt Construction Co.
Highway 20 - Pioneer Mountain
Lincoln County

To: Tom Edwards
Construction Engineer

OFFICE

Enclosed herewith are copies of a letter and summons and complaint received this date from the law firm of Thwing, Jaqua & O'Reilly relative to the above matter.

I would suggest that we make a complete engineering investigation of the matter complained of so that in the event subsequent action might be brought against the Commission by the McNutt Company to recover money that they might have to pay, in the event Mr. and Mrs. Smith are successful in their law suit, we will have our files complete with information necessary to defend the same.

L. I. LINDAS
Chief Counsel

LIL:bp
Enc.
cc: W. C. Williams
Forrest Cooper

CONSTRUCTION DIVISION
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OCT 5 1959
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REFERRED TO
Edwards.
BY DEPUTY STATE HIGHWAY ENGINEER
appropriate action.

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OCT - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123 Forrest Cooper

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

October 2, 1959

Sidney E. Thwing
Thwing, Jaqua & O'Reilly
Attorneys at Law
106 Lumberman's Building

Re: Damage Action
Washington W. Smith & Florence Smith
vs. Earl L. McNutt Construction Co.
Highway 20 - Pioneer Mountain
Lincoln County

Copy

Dear Mr. Thwing:

This is to acknowledge your letter of October 1, in which you enclosed a copy of a summons and complaint served upon your client, the Earl L. McNutt Co., in which the plaintiff is demanding damages resulting from the use of explosives by your client, alleging damages to the plaintiffs' house, buildings and springs in the sum of $14,000.

You state you are tendering the defense in the case to the State Highway Commission and asking for our advice as to what action the Highway Commission intends to take.

By virtue of the terms of our contract with the Earl L. McNutt Co., relating to the construction of the above highway, we deny any responsibility or liability for the damage complained of and must, therefore, refuse the defense of this case as you request in your letter.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: W. C. Williams
Forrest Cooper
Tom Edwards

THWING, JAQUA & O'REILLY
ATTORNEYS AT LAW
[illegible] Building
Eugene, Oregon
[illegible] 4-[illegible]

[illegible] E. Thwing
John E Jaqua
Edward V. O'Reilly

[illegible]

RECEIVED
OCT [illegible] 1959
LEGAL DEPT.

October 1, 1959

State Highway Commission
Salem, Oregon

Attention: Legal Department
Re: Washington W. Smith and Florence Smith
vs. Earl L. McNutt Construction Company
Circuit Court for Lincoln County

Gentlemen:

We represent the Earl L. McNutt Construction Company in connection with the defense of the above-captioned matter, which is presently pending in the Circuit Court of the State of Oregon for Lincoln County.

You will note from an examination of the copy of the Summons and Complaint filed by the plaintiffs, which we are enclosing herewith, that the plaintiffs, who reside near Toledo, Lincoln County, Oregon, are claiming damages to the water supply system for their home as a result of the relocation of Highway 20 near Pioneer Mountain in Lincoln County.

From our investigation into this matter it appears that Earl L. McNutt Construction Company, which company had the contract with the State Highway Commission for the improvement in question, was performing its contract in accordance with certain plans and specifications prepared by the Commission, and that the damage to the Smith's water supply was due to natural causes as a result of attempting to fulfill its contract. It appears to us that if the water supply of Mr. and Mrs. Smith was destroyed by reason of the highway relocation, it was through no fault of the construction company, but amounted to a taking of the water rights by inverse condemnation by the Commission.

We are, therefore, tendering herewith the defense of this case to the State Highway Commission. The defendant, Earl L. McNutt Construction Company, was served with a copy of the Summons and Complaint in Lane County on September 28, 1959, and, therefore, an appearance is due on or before October 19, 1959. We would appreciate your advice as to what action you intend to take.

Sincerely yours,

THWING, JAQUA & O'REILLY

By

SET:es
Encl: Summons & Complaint

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINCOLN

WASHINGTON W. SMITH and)
FLORENCE SMITH,)
)
Plaintiffs)
)
vs.) SUMMONS
)
EARL L. McNUTT CONSTRUCTION COMPANY,)
)
Defendant.)
)

TO: EARL L. McNUTT CONSTRUCTION COMPANY,

Defendant.

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the Complaint filed against you in the above entitled cause within ten days from the date of service of this Summons upon you, if served within this County; or if served within any other County of this State, then within twenty days from the date of the service of this Summons upon you; and if you fail so to answer, for want thereof, the Plaintiff will take judgment against you in the sum of Fourteen Thousand Dollars ($14,000.00) and for plaintiffs' costs and disbursements herein.

WEATHERFORD & THOMPSON
Attorneys for Plaintiffs
P. O. Box 467, Albany, Oregon

Form No. 190 - Summons

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINCOLN

WASHINGTON W. SMITH
and FLORENCE SMITH,

Plaintiffs,

vs

EARL L. McNUTT CONSTRUCTION COMPANY,

Defendant.

COMPLAINT

Plaintiffs for cause of action against the defendants alleges:

I.

That at all times alleged herein, the defendant Earl L. McNutt Construction Company was and is corporation organized and existing under and pursuant to the laws of the State of Oregon, and is engaged in construction work.

II.

That at all times alleged herein, the plaintiffs were and are the owners of the following described land:

> Beginning at the corner common to Sections 22, 23, 26 and 27, T. 10S., R. 10W., W.M., running thence South 916.0 feet to a point 16.3 feet East of right of way marker; thence West 224.0 feet to a 3/4 inch pipe on the South boundary of Highway #20, the initial point of this tract described as follows: South 31° 00' West 87.0 feet to a 3/4 inch pipe; thence South 65° 00' West 235.0 feet to a 3/4 inch pipe; thence North 28° 00' West 130.0 feet to a 3/4 inch pipe; thence North 8° 00' East 159.0 feet to a 3/4 inch pipe on the South boundary of Highway #20; thence Southeasterly along said South boundary of Highway #20 to the place of beginning, containing 1.2 acres, more or less.

III.

That in addition thereto, plaintiffs were the owners of a spring and the right to take water from a spring located 1065.5 feet South and 527.6 ffet West of the Northeast corner of Section 27, T. 10

S., R. 10 W. of Willamette Meridian, in Lincoln County, Oregon, and the right for a pipe line from said spring to the above described real property at a course from said spring North 39° 21' East 31.6 feet to the Washington W. Smith property; that the plaintiffs had constructed a pipe line from said spring over said course and said spring was piped to the residence building and land owned by the plaintiffs, as above described, all of which was constructed some four years prior to the date hereinafter mentioned and has been in constant use and the said spring constituted and was and is the sole and exclusive water supply for said home and for irrigation purposes on said land; that the plaintiffs had constructed a pumping system which pumped the water, automatically regulated, from said spring to the said premises of the plaintiffs as hereinabove described.

IV.

That the said water system and the said buildings upon said land, which constitute the home and residence of plaintiffs, was of the reasonable market value of $15,000.00.

V.

That heretofore and on August 26, 1959, the defendant negligently set off an enormous blast of powder, in that defendant accumulated excessive amounts of powder and negligently set the same off in one blast, in the immediate vicinity of said house and spring; that said powder was of such amount and quantity that the same lifted, cracked, broke, and damaged the house and buildings upon said premises and destroyed completely the said spring which was the source of water for said home and property, to the damage of plaintiffs in the sum of Fourteen Thousand Dollars ($14,000.00).

WHEREFORE, plaintiffs demand judgment against the defendant in the sum of Fourteen Thousand Dollars ($14,000.00) and for plaintiffs' costs and disbursements herein.

/s/ WEATHERFORD & THOMPSON
Attorneys for Plaintiffs

RECEIVED
OCT 21 1959
FOR FILING
F-150(6)
5111

October 22, 1959

590

Mr. Albert M. Day
State Fisheries Director
Fish Commission of Oregon
307 State Office Building
Portland 1, Oregon

Dear Mr. Day:

Reference is made to your letter of September 30 concerning damage to the anadromous-fishery environment in Simpson Creek, a tributary of the Yaquina River, on the Pioneer Mountain Section of the Corvallis-Newport Highway.

The construction of improved alignment on this section made it necessary to change the channel an aggregate of some 2,100 feet in length. It is thought that gravel beds will eventually accumulate in these channel changes. I am sure that you appreciate the difficulty of our task in fitting a modern highway into this rough topography while also giving consideration to the other factors such as fish habitat et cetera.

It appears that the most trouble, from your point of view, was the siltation that occurred by reason of erosion of the fresh construction work. We are, at the present time, seeding and mulching all slope areas in this project with the object in view of cutting this erosion to a minimum. This seeding and mulching has been very effective toward answering this problem in the past. An inspection of the area was made on October 15 and at that time, Simpson Creek was running clear.

I wish to thank you for your understanding of our problems which you have expressed in the past and pledge all possible co-operation to meet your problems in the future.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper, Mr. G. S. Paxson, Mr. Tom Edwards, Mr. J. D. Walker, Mr. Mark Astrup

LHY:fp ae

COMMISSIONERS:
HAROLD T. JOHNSON, CHAIRMAN, ASTORIA
[redacted]
HERMAN P. MEIERJURGEN, BEAVERTON
Edw. G. Huffschmidt, Portland

STATE OF OREGON
FISH COMMISSION OF OREGON
307 STATE OFFICE BLDG., 1400 S. W. 5TH AVENUE
PORTLAND 1

September 30, 1959

G. S. Paxson, Assistant
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Enclosed is a special report pointing out highway construction damage to anadromous fish in Simpson Creek, a tributary of Yaquina River. The report defines fishery problems which have resulted from highway construction on State Highway 20. As noted in the report, Simpson Creek is an important spawning tributary of the Yaquina River for chinook salmon, silver salmon, steelhead trout and cutthroat trout. The bypassed old stream bed, containing good chinook and silver salmon spawning gravel, has been replaced by a new channel having a sand, silt and mud bottom. In addition and more serious is the silt deposition on spawning areas downstream from the channel change and earth fills; food production and stream ecology is also being affected. The fall runs of fish have begun to enter the Yaquina system and heavy usage of the spawning grounds will begin within a few weeks.

We would appreciate your giving attention to this matter and advising us as to what can be done to eliminate or minimize the damage taking place. Your cooperation in past fishery problems has been appreciated.

Sincerely,

Albert M Day

ALBERT M. DAY
STATE FISHERIES DIRECTOR

Enclosure (1)

RECEIVED
OCT - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 5 1959
[illegible]
STATE HIGHWAY COMMISSION

Explore Oregon... Centennial Exposition June 10-September 17...1959

Special Report
Simpson Creek
Yaqunia River
August 14, 1959

I. **Location:** Simpson Creek enters the Yaquina River about 4 1/2 miles above Elk City. This creek is located in sections 25, 26, and 36, T10S, R10W, Wn.

II. **Highway Construction:** Two new, dirt, State Highway (20) fills have been constructed adjacent to Simpson Creek. These highway improvements are located in the Pioneer Summit area between Toledo and Chitwood.

The downstream dirt fill is about 0.2 mile (speedometer) long. It is located just below Cook Creek. The upstream highway fill is located about 1/8 mile above Cook Creek, and it is approximately 100 yards long (see map).

There is an adequate steel culvert under the downstream fill at its upper end near the mouth of Cook Creek. The new road bed parallels Simpson Creek for 100 yards below the culvert, then Simpson Creek has been diverted for about 100 yards. Here the new road bed is built over the old creek bed. The diversion channel is all sand, silt, and mud—good chinook and silver salmon spawning gravel was present in the old stream channel.

The upstream fill parallels the creek bed. The creek bed in the immediate area of this fill is all sand, silt, and mud.

The construction company responsible for this highway improvement is: Earl L. McNutt Co., General Contractors, 351 1/2 East Broadway, Eugene, Oregon.

III. **Remarks:** Already a heavy silt load has been deposited in Simpson Creek originating from the two new dirt highway fills. No attempt has been made to "rip-rap" the fills adjacent to the stream with large boulders or rocks to prevent additional siltation. Simpson Creek is an important spawning tributary to the Yaquina River for chinook salmon, silver salmon, steelhead trout, and cutthroat trout. (See attached spawning ground survey information for chinook and silver salmon). Some good spawning gravel has been lost, and the spawning gravels below the fills are heavily silted with sand, silt, and mud. Siltation from dirt fills certainly will continue for several years unless mulch, grass seed, or rock of some type is spread over the fills.

Arthur L. Oakley
Aquatic Biologist

Nelson E. Stewart
Biologist Trainee

August 21, 1959

Spawning Ground Surveys

1. Simpson Creek. From Second road bridge upstream 1 1/2 miles to mouth of Cook Creek.

Date	Chinook	Silver	Unidentified	Surveyors
12/6/49	4(2)*	1	—	John Brooke
12/20/50	8(1)	15(3)	4	Ray Witle Stan Wilkes
12/10/51	26	54(14)	—	Gunsolus
12/17/52	71(39)	15(1)	—	Nibler
11/25/53	8(2)	—	—	Waldron and Nibler
12/23/53	19(1)	—	—	Nibler
12/3/54	3(1)	5(1)	—	Nichols
11/16/55	—	—	—	Nibler
12/2/55	35(8)	4	—	Nibler and Snow
12/20/56	11(2)	8(3)	—	Davis and Snow
12/2/57	5(2)	28(6)	—	Wilkes and Warren
11/12/58	19(4)	—	—	Clothier and Oakley
12/12/58	25(1)	8(2)	—	Clothier and Oakley

---

2. Cook Creek. (Tributary to Simpson Creek). Mouth upstream 1/4 mile.

Date	Chinook	Silver	Unidentified	Surveyors
12/20/50 1/	—	—	2	Willis and Wilkes
12/10/51	3	9(2)	1	Gunsolus
12/17/52	2	7(2)	—	Nibler
11/17/53	17(3)	—	—	Waldron and Nibler
12/23/53	6	—	—	Nibler
12/3/54	—	3	—	Nichols
11/16/55	0	2	—	Nibler
12/2/55	1	7(3)	—	Nibler and Snow
12/20/56	4	4(1)	—	Davis and Snow

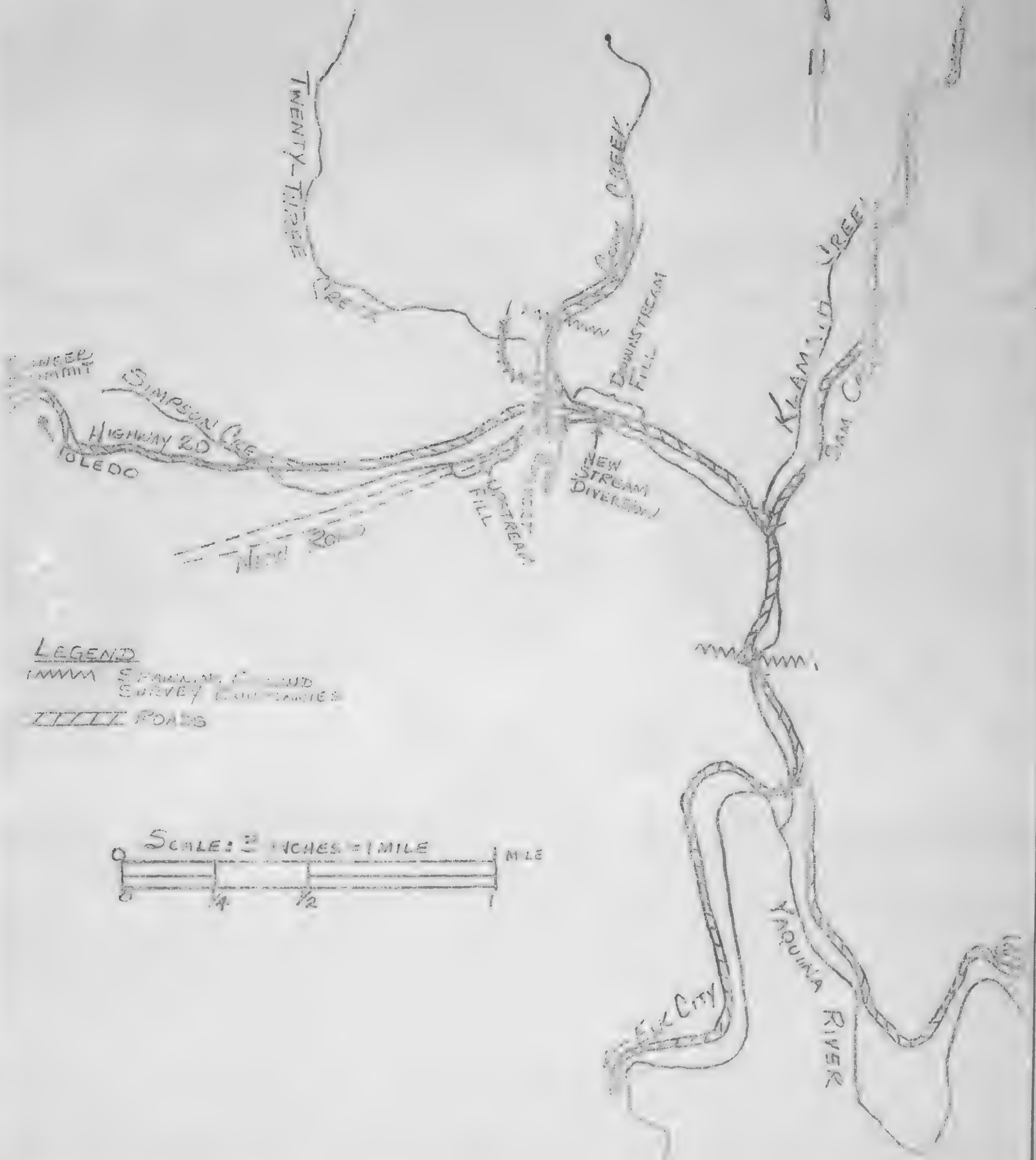
Spawning Ground Surveys Continued

Date	Chinook	Silver	Unidentified	Surveyors
12/2/57	—	7(1)	—	Wilkes and Warren
11/12/58	—	—	—	Clothier and Oakley
12/12/58	5	8(4)	—	Clothier and Oakley

---

* Numbers in parenthesis includes jack salmon.
1/ Surveyed only 1/8 mile above mouth.

SIMPSON CREEK
YAQUINA RIVER


TWENTY-THREE CREEK
CREEK
DOWNSTREAM FILL
NEW STREAM DIVERSION
UPSTREAM FILL
NEW ROAD
SIMPSON CREE
HIGHWAY 20
TOLEDO
CREEK
ELK CITY
YAQUINA RIVER
LEGEND
SURVEY BOUNDARIES
ROADS
SCALE: 3 INCHES = 1 MILE
0
1/4
1/2
1
MILE

RECEIVED
OCT 5 1959
W. C. Williams
FOR FILING

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COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

October 2, 1959

NOTED
W. C. WILLIAMS

Sidney E. Thwing
Thwing, Jaqua & O'Reilly
Attorneys at Law
106 Lumberman's Building

Re: Damage Action
Washington W. Smith & Florence Smith
vs. Earl L. McNutt Construction Co.
Highway 20 - Pioneer Mountain
Lincoln County

COPY

Dear Mr. Thwing:

This is to acknowledge your letter of October 1, in which you enclosed a copy of a summons and complaint served upon your client, the Earl L. McNutt Co., in which the plaintiff is demanding damages resulting from the use of explosives by your client, alleging damages to the plaintiffs' house, buildings and springs in the sum of $14,000.

You state you are tendering the defense in the case to the State Highway Commission and asking for our advice as to what action the Highway Commission intends to take.

By virtue of the terms of our contract with the Earl L. McNutt Co., relating to the construction of the above highway, we deny any responsibility or liability for the damage complained of and must, therefore, refuse the defense of this case as you request in your letter.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: W. C. Williams
Forrest Cooper
Tom Edwards

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OCT - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

W. C. Williams

FORM E-30 80M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1959

SUBJECT: Damage Action
Washington W. Smith & Florence Smith
vs. Earl L. McNutt Construction Co.
Highway 20 - Pioneer Mountain
Lincoln County

To: Tom Edwards
Construction Engineer
OFFICE

Enclosed herewith are copies of a letter and summons and complaint received this date from the law firm of Thwing, Jaqua & O'Reilly relative to the above matter.

I would suggest that we make a complete engineering investigation of the matter complained of so that in the event subsequent action might be brought against the Commission by the McNutt Company to recover money that they might have to pay, in the event Mr. and Mrs. Smith are successful in their law suit, we will have our files complete with information necessary to defend the same.

L. I. LINDAS
Chief Counsel

LIL:bp
Enc.
cc: W. C. Williams ✓
Forrest Cooper

THWING, JAQUA & O'REILLY
ATTORNEYS AT LAW
100 [illegible] BUILDING
EUGENE, OREGON
[illegible] 4-2070

[illegible] E. Thwing
John B. Jaqua
Edward V. O'Reilly

David B. [illegible]
[illegible]

RECEIVED
OC[illegible] 1959
LEGAL DEPT.

October 1, 1959

State Highway Commission
Salem, Oregon

Attention: Legal Department
Re: Washington W. Smith and Florence Smith
vs. Earl L. McNutt Construction Company
Circuit Court for Lincoln County

Gentlemen:

We represent the Earl L. McNutt Construction Company in connection with the defense of the above-captioned matter, which is presently pending in the Circuit Court of the State of Oregon for Lincoln County.

You will note from an examination of the copy of the Summons and Complaint filed by the plaintiffs, which we are enclosing herewith, that the plaintiffs, who reside near Toledo, Lincoln County, Oregon, are claiming damages to the water supply system for their home as a result of the relocation of Highway 20 near Pioneer Mountain in Lincoln County.

From our investigation into this matter it appears that Earl L. McNutt Construction Company, which company had the contract with the State Highway Commission for the improvement in question, was performing its contract in accordance with certain plans and specifications prepared by the Commission, and that the damage to the Smith's water supply was due to natural causes as a result of attempting to fulfill its contract. It appears to us that if the water supply of Mr. and Mrs. Smith was destroyed by reason of the highway relocation, it was through no fault of the construction company, but amounted to a taking of the water rights by inverse condemnation by the Commission.

We are, therefore, tendering herewith the defense of this case to the State Highway Commission. The defendant, Earl L. McNutt Construction Company, was served with a copy of the Summons and Complaint in Lane County on September 28, 1959, and, therefore, an appearance is due on or before October 19, 1959. We would appreciate your advice as to what action you intend to take.

Sincerely yours,

THWING, JAQUA & O'REILLY

By Samuel E. Thwing

SET:es

Encl: Summons & Complaint

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINCOLN

WASHINGTON W. SMITH and FLORENCE SMITH, Plaintiffs	)	
vs.	)	SUMMONS
EARL L. McNUTT CONSTRUCTION COMPANY, Defendant.	)	

TO: EARL L. McNUTT CONSTRUCTION COMPANY,

Defendant.

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the Complaint filed against you in the above entitled cause within ten days from the date of service of this Summons upon you, if served within this County; or if served within any other County of this State, then within twenty days from the date of the service of this Summons upon you; and if you fail so to answer, for want thereof, the Plaintiff will take judgment against you in the sum of Fourteen Thousand Dollars ($14,000.00) and for plaintiffs' costs and disbursements herein.

WEATHERFORD & THOMPSON
Attorneys for Plaintiffs
P. O. Box 467, Albany, Oregon

Form No. 190 - Summons

COPY

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINCOLN

WASHINGTON W. SMITH
and FLORENCE SMITH,

Plaintiffs,

vs

EARL L. McNUTT CONSTRUCTION COMPANY,

Defendant.

COMPLAINT

Plaintiffs for cause of action against the defendants
a
alleges:

I.

That at all times alleged herein, the defendant Earl L. McNutt Construction Company was and is corporation organized and existing under and pursuant to the laws of the State of Oregon, and is engaged in construction work.

II.

That at all times alleged herein, the plaintiffs were and are the owners of the following described land:

> Beginning at the corner common to Sections 22, 23, 26 and 27, T. 10S., R. 10W., W.M., running thence South 916.0 feet to a point 16.3 feet East of right of way marker; thence West 224.0 feet to a 3/4 inch pipe on the South boundary of Highway #20, the initial point of this tract described as follows: South 31° 00' West 87.0 feet to a 3/4 inch pipe; thence South 65° 00' West 235.0 feet to a 3/4 inch pipe; thence North 28° 00' West 130.0 feet to a 3/4 inch pipe; thence North 8° 00' East 159.0 feet to a 3/4 inch pipe on the South boundary of Highway #20; thence Southeasterly along said South boundary of Highway #20 to the place of beginning, containing 1.2 acres, more or less.

III.

That in addition thereto, plaintiffs were the owners of a spring and the right to take water from a spring located 1065.5 feet South and 527.6 ffet West of the Northeast corner of Section 27, T. 10

S., R. 10 W. of Willamette Meridian, in Lincoln County, Oregon, and the right for a pipe line from said spring to the above described real property at a course from said spring North 39° 21' East 31.6 feet to the Washington W. Smith property; that the plaintiffs had constructed a pipe line from said spring over said course and said spring was piped to the residence building and land owned by the plaintiffs, as above described, all of which was constructed some four years prior to the date hereinafter mentioned and has been in constant use and the said spring constituted and was and is the sole and exclusive water supply for said home and for irrigation purposes on said land; that the plaintiffs had constructed a pumping system which pumped the water, automatically regulated, from said spring to the said premises of the plaintiffs as hereinabove described.

IV.

That the said water system and the said buildings upon said land, which constitute the home and residence of plaintiffs, was of the reasonable market value of $15,000.00.

V.

That heretofore and on August 26, 1959, the defendant negligently set off an enormous blast of powder, in that defendant accumulated excessive amounts of powder and negligently set the same off in one blast, in the immediate vicinity of said house and spring; that said powder was of such amount and quantity that the same lifted, cracked, broke, and damaged the house and buildings upon said premises and destroyed completely the said spring which was the source of water for said home and property, to the damage of plaintiffs in the sum of Fourteen Thousand Dollars ($14,000.00).

WHEREFORE, plaintiffs demand judgment against the defendant in the sum of Fourteen Thousand Dollars ($14,000.00) and for plaintiffs' costs and disbursements herein.

WEATHERFORD & THOMPSON
Attorneys for Plaintiffs

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RECEIVED
SEP 15 1959
FOR FILING

F-150(6)

5111

September 15, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering traffic signing on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 5111, in connection with Federal Aid Project No. F-150(6).

This work is necessary for the direction and guidance of traffic. It does not include any warning signs, lights or barricades required of the contractor for the safety of traffic and workmen.

This item was anticipated and included in the Project Authorization. Prior verbal approval has been received from the BPR and authorization to proceed issued to the field.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CRN:mfh

Enc.

RECEIVED
AUG 10 1959
FOR FILING

F 150(6)

5111

August 6, 1959

Mr C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering furnishing and installing a corrugated metal manhole on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 5111, in connection with Federal Aid Project No. F-150(6).

The pipe constructed under this contract, 230 feet left of Station 560+25 was originally planned to end about 30 feet from the existing pipe. During the past winter, there has been some sliding of the newly constructed fill covering the end of the pipe.

This work is necessary to replace a temporary MH constructed by State forces during the winter months to connect pipes under the new fill and existing under the old road, and to drain the ditch as a permanent installation.

Very truly yours,

W. C. Williams
State Highway Engineer

JOA:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED
JUL - 8 1959
FOR FILING

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F-13(c)
5111

July 8, 1959

Oregon State Highway Commission

Gentlemen:

At 3:00 P.M. on July 1, 1959 approval was granted for the establishment of a 35-mile-per-hour construction speed zone on the easterly portion of the Pioneer Mountain Section of the Corvallis-Newport Highway.

Your concurrence is requested in the establishment of a construction speed zone on the Corvallis-Newport Highway, No. 33, between M.P. 13.99 and M.P. 14.49.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. F. B. Crandall

VPJ:pk ae

RECEIVED
JUL 17 1958
FOR FILING
F-150 (6)
3111

July 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering slide removal on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 3111, in connection with Federal Aid Project No. F-150(6).

This work order is to cover the extra clearing, additional work in pioneering a road for slide removal, and re-establishing the right of way fence.

The slide has broken back of the right of way line. Slide material will be removed at contract prices and this order covers the extra work necessary in connection with the removal and repair of damages.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:mas

Enclosures

RECEIVED
JUL 17 1958
FOR FILING

F-150(6)

5111

July 17, 1958

Mr. C.G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering State share of flagging costs on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 5111, in connection with Federal Aid Project No. F-150(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DDP:er
Encl.

A

RECEIVED
JUN 4 1958
FOR FILING

F-150(6)

5111

June 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 3, 1958, on Contract 5111, Pioneer Mountain Section, in Lincoln County, in connection with Federal Aid Project No. F-150(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Asst. State Highway Engineer

DBP:lmr

RECEIVED
MAY 21 1958
FOR FILING
F-150(6)
08-35.2
5111

File

May 20, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Your agreement with Consumers Power, Inc., 2100 North Ninth St., Corvallis, Oregon, for moving the existing power line as a part of project F-150(6), Pioneer Mountain Section, Corvallis Newport Highway, has been received by this office and is approved as submitted.

This letter will constitute your authority to proceed with the work as set forth.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to SNP

RECEIVED
MAY 15 1958
FOR FILING

A

May 14, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 205 covering adjusting the Consumers Power Inc. power line on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 5111, in connection with Federal Aid Project No. F-150(6).

This work is necessary to clear for construction. This order for State Force work, with revised estimate and sketches, reduces the original estimate for this work as submitted with the project agreement. It has been determined that a portion of the line will not need to be moved.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:br

RECEIVED
MAR 26 1958

FOR FILING

F-150(6)

5111

08:35

March 26, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-150(6), Pioneer Mountain Section, Corvallis-Newport Highway, Order for State Force Work, dated March 7, 1958. Seeding and mulching - Estimated cost $11,250.

Dear Sir:

Reference is made to your letter dated March 14, 1958 concerning subject order.

We are approving the use of State Force as being in the public interest for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contamplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.

Very truly yours,

C. G. Polk
Division Engineer
By:
E. H. Cowan
Acting Division Engineer

NOTED

Orig to SHP

FORM E-129

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 18 1958
FOR FILING

Filed

5111

Mar. 17, 1958

Earl L. McNutt Co.
351½ East Broadway
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5111, awarded Feb. 28, 1958, for grading on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 19 1958
FOR FILING

F 150(6)

5111

March 14, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering constructing type 2 fence on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 5111, in connection with Federal Aid Project No. F-150(6).

It is necessary to reestablish the right of way fence before the existing fence is taken down in order to restrain stock from trespassing on the highway. New construction requires moving the right of way fence.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

RECEIVED
MAR 17 1958
FOR FILING

F 130

5111

March 14, 1958

Mr. C. C. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224 and 230, covering seeding and mulching on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 5111, in connection with Federal Aid Project No. F-130(6).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews. It is in the public interest to do this work with State forces as no other contractor in the area has the necessary equipment to do it as economically.

Your approval of this order under the provisions of PPM-21-6.3 at agreed unit prices is requested.

The total estimated amount of the order is $11,290.00 with Federal participation of $6,930.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

A

RECEIVED
MAR 3 - 1958
FOR FILING

[illegible]

5111

February 28, 1958

Earl L. McNutt Company
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 16, 1958, accepted your proposal for grading on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County for the sum of $540,280 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5111.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 28, 1958

Earl L. McNutt Company
351 ½ East Broadway
Eugene, Oregon

Gentlemen:

Contract for Pioneer Mountain Section of Corvallis-Newport Highway, Lincoln County, for which you submitted low bid on January 16, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
Files ✓
C. W. Head

RECEIVED
MAR 3 - 1958
FOR FILING

F-150(6)

5111

A

February 28, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County, Project F-150(6), to the Earl L. McNutt Co. of Eugene, Oregon, on the basis of the bid of $540,280.00 submitted on January 16, 1958.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
MAR 5 - 1958
FOR FILING
OREGON DISTRICT

F 150(6)

08:35
5111

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 28, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-150(6), Pioneer Mountain Section of the Corvallis-Newport Highway, we hereby concur as of this date in award of contract No. 5111 to Earl L. McNutt Company of Eugene, Oregon, low bidder in the amount of $540,280.00 at the January 16, 1958 bid opening.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

FORM E-123X 80M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN
FOR FILING

F-150(L)

January 28, 1958

711

Consumers Power, Inc.
2100 North Ninth Street
Corvallis, Oregon

Re: Consumers Power, Inc.
Power Line Adjustment
Pioneer Mountain Section
Corvallis-Newport Highway
Lincoln County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustment involves the moving of the existing line between Stations 577 and 618. The existing facility is located on private property under the terms of unrecorded easements dated January 3, 1940 and December 30, 1939.

In view of the fact that these facilities are located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities, exclusive of any improvements in the value thereof not made necessary by the rearrangement, with credit for proper salvage values derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957, it is requested that you submit to Mr. Richard Lytle, Resident Engineer, Box 37, Newport, Oregon, an estimate of the cost of the work. This estimate should be segregated as to labor, equipment rentals, materials, miscellaneous expenses and estimated salvage. Your billing also should be sent to Mr. Lytle.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. Tom Edwards
Mr. J. D. Walker
Mr. Richard Lytle

RECEIVED
JAN 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 23 1958
FOR FILING

F-150(6)

5111

January 21, 1958

Pioneer Telephone Coop.
Box 188
Philomath, Oregon

Re: Pioneer Telephone Coop.
Telephone Line Adjustment
Pioneer Mountain Section
Corvallis-Newport Highway
Lincoln County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of the contacts on two poles located near Stations 611+35 and 613+00, which poles are owned by Consumers Power, Inc., and are located on private property by easement.

In view of the fact these facilities are located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the rearrangement thereof, exclusive of any improvements in the value of the facilities not made necessary by the rearrangement thereof, with credit for proper salvage value derived from your existing facilities.

In order that the Highway Commission may comply with the conditions of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957, it is requested that you submit to Mr. Richard Lytle, Resident Engineer, Box 37, Newport, an estimate of the cost of the work. This estimate should be segregated as to labor, equipment rentals, materials, miscellaneous expenses and estimated salvage. Your billing should be sent to Mr. Lytle.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. Richard Lytle

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 23 1958
FOR FILING

[illegible]
Permit
Const - Telephone

January 21, 1958

Pacific Telephone and Telegraph Company
509 S.W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Telephone Line Adjustment
Pioneer Mountain Section
Corvallis-Newport Highway
Lincoln County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustment involves the moving of three poles between stations 488 and 494, and the raising of the line for a road approach near the existing highway which are on State right of way under the terms of Permit No. 3597, dated April 30, 1951, so that it will be your obligation to make the necessary adjustment without cost to the State.

Further details may be secured from Mr. Richard Lytle, Box 37, Newport, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. Richard Lytle

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 6 - [illegible]
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

December 31, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. & E. documents for Oregon Project F-150(6), Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-entry have been acquired.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
JAN 2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 20 1957
FOR FILING

R

March 19, 1957

Oregon State Highway Commission

Gentlemen:

The survey of the Pioneer Mountain Section of the Corvallis-Newport Highway in Lincoln County has been completed. I am attaching a copy of a map which indicates the alignment and cross section. Our present two-year program carries an appropriation of $30,000 for acquisition of right of way and $935,000 for construction of a portion of this section. It is recommended that you approve the survey and authorize the acquisition of right of way.

This matter will be on the agenda for the meeting March 28-29.

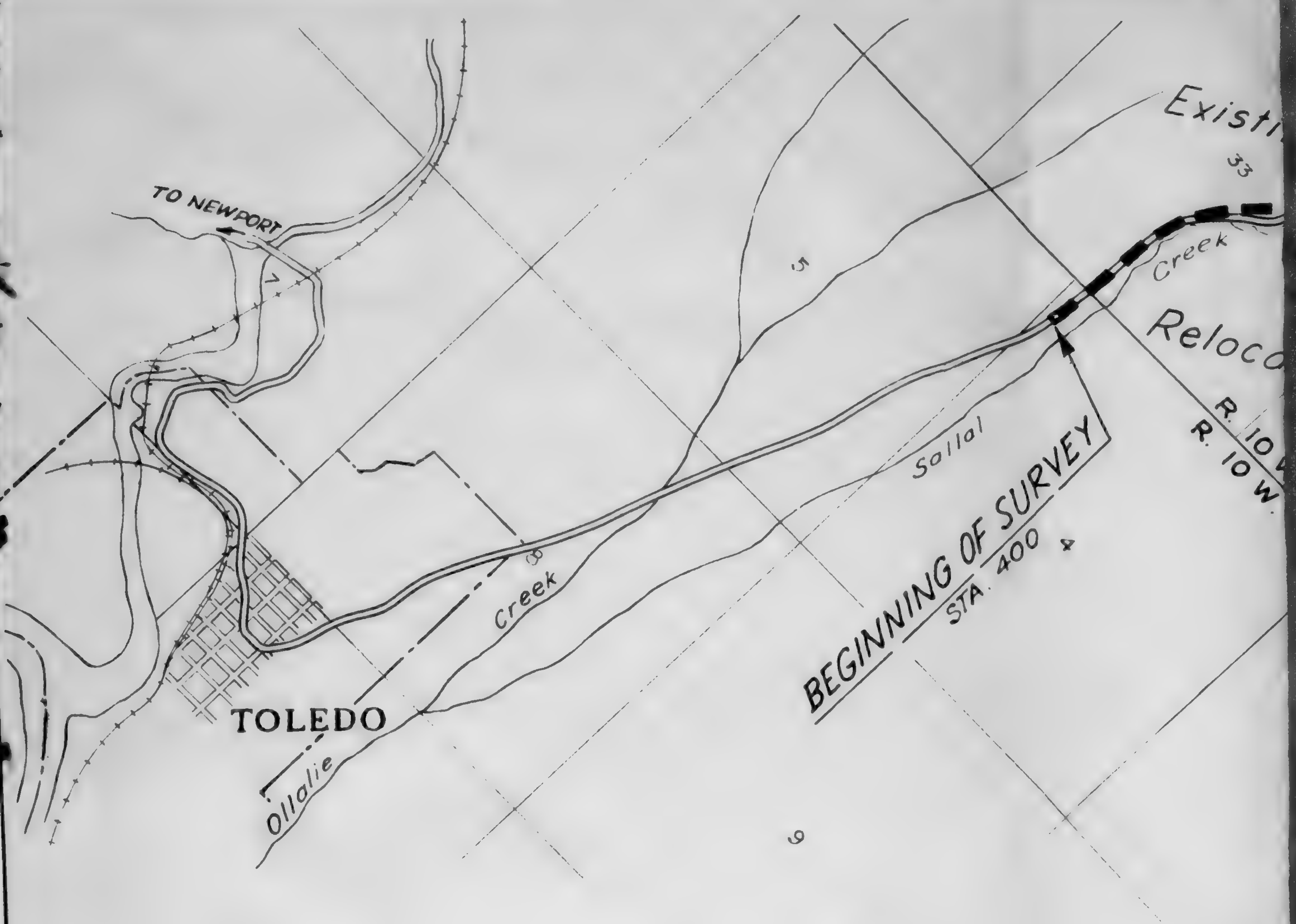
Very truly yours,

W. C. Williams
State Highway Engineer

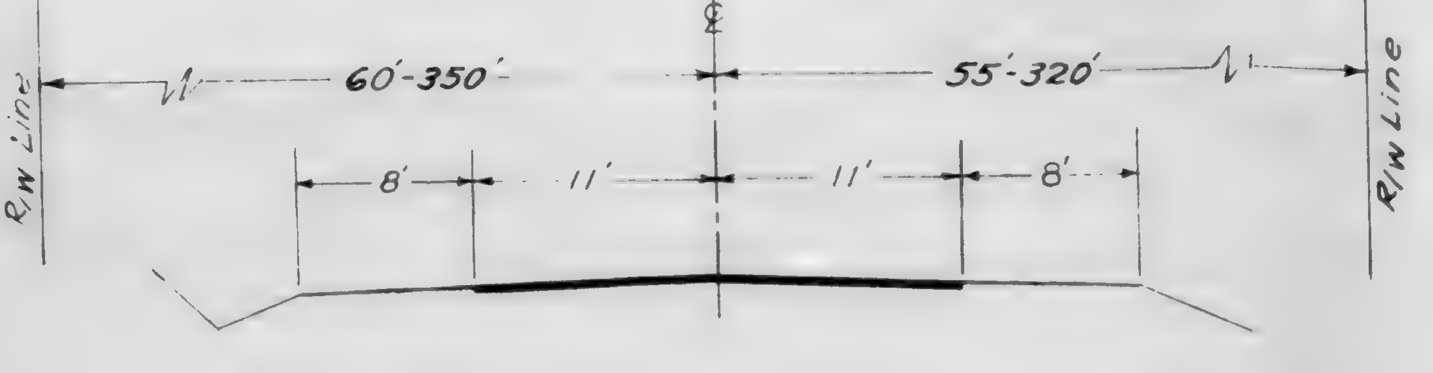
Encl.

cc Mr. Tom Edwards
Mr. R. L. Porter

FC:me fn

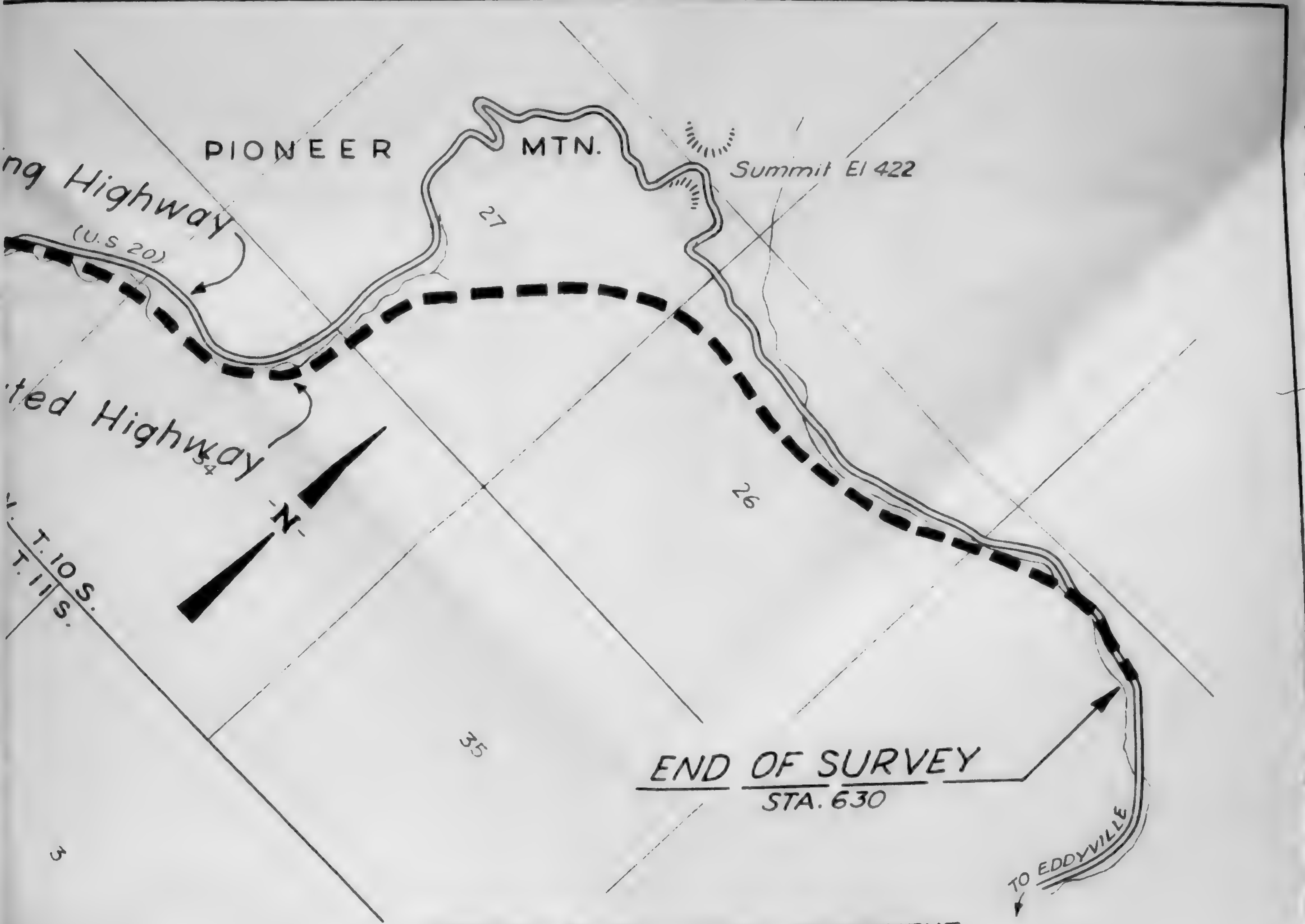

TO NEWPORT
TOLEDO
Ollalie Creek
Sallal Creek
Creek
Existi
Reloca
R. 10 W
R. 10 W.
BEGINNING OF SURVEY
STA. 400
33
5
4
8
9

TYPICAL SECTION


℄
R/W Line
60'-350'
55'-320'
R/W Line
8'
11'
11'
8'

Note: Climbing lane provided where necessary

IR-5-988


PIONEER MTN.
Summit El 422
ng Highway
(U.S 20)
ted Highway
27
26
34
35
3
N
T.10 S.
T.11 S.
END OF SURVEY
STA. 630
TO EDDYVILLE

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

PIONEER SUMMIT UNIT
TOLEDO-EDDYVILLE SECTION
CORVALLIS-NEWPORT HIGHWAY
LINCOLN COUNTY

Scale: 1"=2000' Mar. 1957

DRG. NO. IR-5-988

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date MAR 1[illegible] 1957

For Details See Drg. No. 8B-2-11, Mar., 1957

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NOV 7 1957
FOR FILING

FORM E-80X—50M—11-55—00225
F 120(2)

511

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1957

SUBJECT: Erosion Control Estimates
Pioneer Summit
Toledo-Eddyville Section
Corvallis-Newport Highway

To: Mr. Tom Edwards
Construction Engineer
Building

The engineer's estimate submitted for seeding and mulching on the subject job was $11,500. We have checked the cross-sections and agree that the amount of $11,500 is satisfactory.

It is recommended that this amount be included in the authorization for the subject job, the work to be done by state forces under the supervision of the Landscape Engineer.

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MHA vjl

cc Mr. Forrest Cooper ✓
Mr. J. D. Walker
Mr. Virgil O'Neil

NOTED
FORREST COOPER

RECEIVED
NOV 6 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1957
FOR FILING

F 150 (6)

511

Salem, Oregon
August 13, 1957

BPR approval of right of way purchase.

R. L. Porter
Right of Way Engineer
Office

Purchase of rights of way for the below named section was authorized by the Bureau of Public Roads as of August 8, 1957.

Newport-Corvallis Highway from a point 3 miles east of Toledo, east 2.9 miles (called Pioneer Mountain Section), in Lincoln County.

The right of way prefix is 21-2501.

S. H. Probert
Office Engineer

SHP:ia

F-150(6) Pioneer Mt. Sec. of the Corvallis-Newport Hwy. 1958
#5111 (Grading)

F-186(16) Murray Rd. Interch. Sec., 1958
Sunset Hwy.
#5112 Folder # 2

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UG 23 1961
FORM E-50 25M 8-61 92316

FOR FILING

F-186(16)

5112

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1961

SUBJECT: The Village Shops, Inc.
vs.
State of Oregon
Case No. 22162
Our file L-3473

To: Mr. Floyd A. Query
Secretary
Building

Borrowed for use in the trial of the above cause are the following items herewith returned with this letter of transmittal. They are listed as follows:

1. Abandonment and Retention Resolution No. 189. Sunset Highway, Washington Co. Sta. 2137+56 to 3283+29.9. Agreement dated June 2, 1948.

2. Certified copies of Commission Minutes for the following dates and times:

   August 26, 1932
   April 4, 1941
   October 30, 1945
   January 17, 1946
   April 20, 1948
   July 31, 1958.

3. File of correspondence denoted "Murry Road Correspondence, Sept. 6, 1957--Nov. 12, 1959."

Thank you
Charlie

CHARLES PETERSON
Chief, Trial Section

CP:ap

Encls.

A&R reso to Johanna 8-23
other items to Gen. files 8-23
F.G.

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of Throughways and Rights of Access Resolution No. 4-a adopted by the State Highway Commission on July 31, 1958, revising the policy with respect to the granting and reserving of access

entered in Volume XLIII of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original resolution and that the same is a true and correct copy of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 3rd day of June, 19 60.

Floyd Query
Secretary
OREGON STATE HIGHWAY COMMISSION

7-31-58

EXHIBIT "D"
COM. MEETING 7-31-58

RESOLUTION

WHEREAS, the Oregon highways which are a part of the National System of Interstate and Defense Highways, have as a primary purpose the safe movement of high speed traffic; and

WHEREAS, the roads in the various county road systems have as a general purpose the service of land near said roads; and

WHEREAS, the State Highway Commission has control and jurisdiction over many highways which occupy functional positions between the two above-described extremes; and

WHEREAS, it is the judgment of the State Highway Commission, after careful consideration, that the land service function of state highways not on the interstate highway system of highways, should, under certain circumstances, be increased in order to advance the economic interests of certain adjacent localities, but that said increase of land service functions should occur only where it will not unreasonably endanger the traveling public; and

WHEREAS, there now exists upon various state highways other than the interstate system of highways, use restrictions governing access to and from said state highways and abutting property; and

WHEREAS, said increase in land service can be effected by the establishment of policy whereby the State Highway Commission will, under circumstances described below, eliminate said existing access restrictions as to use.

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission:

I.

That, subject to the limitations and requirements below, any landowner whose land abuts upon a state highway, other than the interstate system of highways, which abutting land has appurtenant thereto an easement or easements of direct access, limited as to use, may apply to the State Highway Commission for, and receive the privilege of converting said easement of limited use access to easements of unlimited access, when, in the opinion of said Commission:

a. There is no other public road, street or highway affording land service to the area which the requested unlimited access use purports to serve.

b. The conversion of said easement of limited use to an easement of unlimited use will not constitute a hazard to the traveling public.

Adopted by Highway Commission
Date July 31, 1958
Secretary

OFFICE COPY
OFFICE COPY
OFFICE COPY
OFFICE COPY

II.

That, prior to the conveyance to the applicant of any easement or easements of unlimited access the applicant shall convey, or cause to be conveyed to the Commission, by warranty deed, free and clear of all encumbrances, fee simple title to such real property as is determined by the Commission to be necessary for the construction of acceleration and deceleration lanes, needed to provide for the safety of the traveling public.

III.

Said applicant shall also pay the said Commission, in advance, the amount estimated by the Commission to be the cost of constructing such acceleration and deceleration lanes, signs and other facilities as are necessary to provide for the safety of the traveling public.

IV.

The instrument of conveyance of said easement or easements of unlimited access to said applicant shall be delivered after the conveyance by the applicant to the Commission of such property as may be necessary for right of way purposes and the deposit with said Commission of the full amount estimated by the Commission to be the cost for the construction of said project.

V.

The State Highway Commission may exercise the right to construct, or otherwise provide at any future time, a frontage road or roads within the boundaries of any present or hereafter acquired right of way; whereupon, all rights of unlimited access conveyed to said applicant shall cease, but said applicant shall then have a right of unlimited access to the frontage road or roads thereafter constructed. Said frontage road or roads shall be connected to the main highway, or to other public ways, only at such places as the said Commission may select.

VI.

That this Resolution be entered in full in the Minutes and Records of the Commission the 31st day of July, 1958, as Throughways & /Rights of Access Resolution, No. 4a.

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of Throughways and Right of Access Resolution No. 4 adopted by the State Highway Commission on April 20, 1948, adopting a general policy with respect to acquisition of right of access entered in Volume XXXIII of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original resolution and that the same is a true and correct copy of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 3rd day of June, 19 60.

Floyd Query
Secretary
OREGON STATE HIGHWAY COMMISSION

Throughways and Right of Access
File No. 4

4-20-48

OFFICE COPY

RESOLUTION

WHEREAS, the transportation of persons and property over public highways by private and for-hire motor vehicles has developed to a point where such means of transportation has become an integral and essential part of the transportation systems and agencies of the State and of the Nation; and

WHEREAS, the volume and type of motor vehicles now using the public highways of the State and the Nation have become such that highway standards and highway designs of yesterday are inadequate with respect to factors of safety, time element, weight of load, dimensions of vehicle, and all other factors entering into the problem of transportation over public highways; and

WHEREAS, highway construction, maintenance, and improvement are now and have been for some time financed in large measure by taxes and other charges imposed upon and paid by the road user, and, therefore, the convenience, safety, and economy of time and cost of operation are of prime significance to the road user; and

WHEREAS, highways which in design possess a minimum curvature, easy grade, two or more same-direction lanes, freedom from access or intersecting roads, streets, or lanes, and into, to, or from which abutting property owners have no, or at least a limited, right of access, constitute and are thoroughfares which, in the opinion of the Commission, afford and offer to the highway user economy of time and

APPROVED BY HIGHWAY COMMISSION
DATE April 20 1948

cost and safety of operation, to public officials charged with upkeep economy of maintenance costs, and for all interested parties a reduction in the toll of life and health and a reduction in property damage; and

WHEREAS, the state highways heretofore located and constructed, while adequate at that time to meet the needs and requirements of the type and volume of traffic then using the public highways, are now inadequate and in some instances unsafe for the type, volume, and character of traffic now imposed upon public highways; and

WHEREAS, it is deemed by the Commission advisable and for the public welfare that certain policies be defined and declared by the Commission to serve as patterns and guides in connection with future highway location and construction as applied to major highways; and

WHEREAS, the Commission heretofore, to-wit: On the thirtieth day of October, 1945, adopted a resolution intended to declare and establish the Commission's policy with respect to the acquisition of access from abutting property to a state highway, and from such state highway to the abutting property, but in said resolution the Commission confined the application of the policy then declared to certain specific highways; and

WHEREAS, it is now deemed advisable by the Commission that said policy should be general and should apply to all primary state highways, and, therefore, it is the purpose of the Commission to renew its declaration of policy as stated in said resolution, and to make said policy apply to all primary state highways;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members being present and voting affirmatively as follows:

1. That hereafter, unless otherwise expressly ordered by the Commission, whenever any segment, section, or major part of any primary state highway is relocated or the alignment of the same is changed, thereby necessitating the acquisition of new or additional right of way, there shall be acquired at the same time, in addition to the real property fee title to which is being acquired for right of way purposes, all right of access from the owner of land abutting upon said right of way and the highway to be constructed thereover and all right of access from said highway to the real property abutting thereon except at such points, in such manner, and for such purpose as may be agreed upon by the Commission and the abutting owner, or as may in the absence of agreement be designated by the Highway Commission.

2. That when it becomes necessary to acquire any real property for the realignment of any of the primary state highways, or any segment, section, or major part of any of said highways by the power of eminent domain, the resolution authorizing such proceeding shall contain necessary findings and declarations with respect to the acquisition of all rights of access within the meaning of this resolution.

3. That the Engineer be and he hereby is instructed, when preparing and writing descriptions for the acquisition of real property for rights of way for highway construction as contemplated in this resolution, to provide for and include therein a call for a waiver of all right of access as provided herein, and the Chief Counsel hereby is instructed to conform with the purpose and provisions of this resolution when acquiring real property for the purposes covered by this resolution, whether such real property and right of access be acquired

by agreement or by the exercise of the power of eminent domain.

4. That this resolution be entered in the minutes and records of the Commission as of the 20th day of April, 1948.

JMD:avh
4/13/48

STATE OF OREGON)
) ss
County of Marion)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpt from the minutes of the meeting of the Oregon State Highway Commission of January 17, 1946, entered in Volume 30, Part 2, of the minute book, pertaining to the renaming of Wolf Creek Highway as the Sunset Highway, has been compared by me with the original and that the same is a true and correct copy of said portion of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 2nd day of June, 1960.

Floyd Query
Secretary
OREGON STATE HIGHWAY COMMISSION

Page 12813 Portland, Oregon
Vol. 30, Part 2 January 17, 1946

The State Highway Commission met in regular session at 9:00 a.m. in the Auditorium of the Public Service Building. Present were:

A. . Schaupp, Commissioner (Acting Chairman)
M. R. Chessman, Commissioner
R. H. Baldock, State Highway Engineer
C. E. McCullough, Assistant State Highway Engineer
J. M. Devers, Chief Counsel
H. B. Glaisyer, Secretary

Chairman T. H. Banfield was absent on account of illness.

****

Page 12846
Vol. 30, Part 2

A letter was presented from the National Council of State Garden Clubs, Inc. requesting the Commission's approval of the designation of U. S. Highway No. 101 as a unit of a memorial highway route in tribute to the armed forces of World War II. The Engineer recommended that the request be denied. The Commission approved the recommendation. In this connection Commissioner Chessman suggested that the Wolf Creek Highway be renamed "Sunset Highway" as a tribute to the Sunset Division of the U. S. Army, which is composed largely of men from the Pacific Northwest. It was his thought that this is a natural designation, not only as a tribute to this division, but because this highway leads toward the setting sun. In any event, "Wolf Creek Highway" is a misnomer because there are so many places known by that name in the State of Oregon. Following discussion, motion was made by Commissioner Chessman that this highway be renamed "Sunset Highway" for the reasons stated. The motion was seconded by Commissioner Schaupp and carried unanimously.

****

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of Throughways and Right of Access Resolution No. 2 adopted by the State Highway Commission on October 30, 1945 regarding regarding right of access and right of way acquisitions on certain highways entered in Volume XXX of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original resolution and that the same is a true and correct copy of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 2nd day of June, 19 60.

Floyd Query
Secretary
OREGON STATE HIGHWAY COMMISSION

ICE COPY

Rights of Access #2

AGENDA
OCT 29 1945

1-0

RESOLUTION

WHEREAS, the transportation of persons and property over public highways by private and for-hire motor vehicles has developed to a point where such means of transportation has become an integral and essential part of the transportation systems and agencies of the State and of the Nation; and

WHEREAS, the volume and type of motor vehicles now using the public highways of the State and the Nation have become such that highway standards and highway designs of yesterday are inadequate with respect to factors of safety, time element, weight of load, dimensions of vehicle, and all other factors entering into the problem of transportation over public highways; and

WHEREAS, highway construction, maintenance, and improvement are now and have been for some time financed in large measure by taxes and other charges imposed upon and paid by the road user, and therefore the convenience, safety, and economy of time and cost of operation are of prime significance to the road user; and

WHEREAS, highways which in design possess a minimum curvature, easy grade, two or more same-direction lanes, freedom from access or intersecting roads, streets, or lanes, and into, to, or from which abutting property owners have no, or at least a limited, right of access, constitute and are thoroughfares which, in the opinion of the Commission, afford and offer to the highway user economy of time and cost and safety of operation, to public officials charged with upkeep economy of maintenance costs, and for all interested parties a reduction in the toll of life and health and a reduction in property damage; and

APPROVED BY HIGHWAY COMMISSION
DATE October 30, 1945

R. E.

WHEREAS, the state highways heretofore located and constructed, while adequate at that time to meet the needs and requirements of the type and volume of traffic then using the public highways, are now inadequate and in some instances unsafe for the type, volume, and character of traffic now imposed upon public highways; and

WHEREAS, it is deemed by the Commission advisable and for the public welfare that certain policies be defined and declared by the Commission to serve as patterns and guides in connection with future highway location and construction as applied to major highways;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members being present and voting affirmatively, as follows:

1. That whenever in the future any segment, section, or major part of the Pacific Highway East, the Pacific Highway West, the Salmon River Highway, the Wolf Creek Highway from Portland to Davies, the West Portland-Hubbard Highway, the Columbia River Highway and Old Oregon Trail from Portland to the Idaho State Line at Ontario, the Willamette Highway from its junction with the Pacific Highway to its junction with The Dalles-California Highway, or The Dalles-California Highway from its junction with the Willamette Highway to Klamath Falls is relocated or the alignment thereof altered, thereby requiring the acquisition of new rights of way, there shall be acquired at the same time from the owners from whom real property is acquired for right of way all right of access from the abutting property to the highway and all right of access from the highway to the abutting property, except at such points or places as may be agreed upon by the Commission and the said owners.

2. That when it becomes necessary to acquire any real property for the realignment or relocation of any of the above named highways, or any segment, section, or major part of any of said highways, by the power of eminent domain the resolution authorizing such proceeding shall contain necessary findings and declarations with respect to the acquisition of all rights of access, as contemplated by this resolution.

3. That the Engineer be and he hereby is instructed, when preparing and writing descriptions for the acquisition of real property for rights of way for highway construction as contemplated in this resolution, to provide for and include therein a call for a waiver of all right of access as provided herein, and the Chief Counsel hereby is instructed to conform to the purpose and provisions of this resolution when acquiring real property for the purposes covered by this resolution, whether such real property and right of access be acquired by agreement or by the exercise of the power of eminent domain.

4. That this resolution be entered in the minutes and records of the Commission as of October 30, 1945.

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of Throughways and Right of Access Resolution No. 1 adopted by the State Highway Commission on April 4, 1941 concerning acquisition of right of way and control of access to Highway No. 47 entered in Volume XXVI of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original resolution and that the same is a true and correct copy of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 2nd day of June, 19 60.

Floyd Query
Secretary
OREGON STATE HIGHWAY COMMISSION

60a

Right of Access #1

OFFICE COPY

APPROVED BY HIGHWAY COMMISSION
DATE April 4, 1941
Secretary

Throughways and Rights of Access No. 1

RESOLUTION

WHEREAS, there has heretofore been definitely located and established a route over which to construct and thereafter maintain a state highway, which highway has been designated as State Highway No. 47, and is otherwise known as the Wolf Creek Highway, the western terminus of which is at the intersection of said highway with the Oregon Coast Highway at Cannon Beach Junction, and the eastern terminus of which is at the intersection of said highway with the Pacific Highway West at Fourth Avenue and Jefferson Street in Portland, Oregon; and

WHEREAS, the section of said highway extending from Cannon Beach Junction to Sunset Camp has been constructed and is now in general use, and the section of said highway extending from Sunset Camp to the eastern terminus of said highway at Portland is now under consideration for construction in the immediate future, and therefore necessary rights of way for the same must be acquired at the earliest possible date; and

WHEREAS, it is the judgment of the Commission that the type, character and volume of traffic which will use said highway when completed warrant and make necessary the acquisition of a wide right of way and make advisable and necessary as well the acquisition not only of title in fee simple to the real property needed for right of way purposes but the acquisition of all rights of access from abutting properties to said highway so that the Commission may control the points at which traffic may leave said highway and the points at which traffic may enter said highway; and

WHEREAS, in order to provide sufficient land for the proper and adequate construction and maintenance of said highway and for appropriate and proper landscape and roadside development it is necessary that with respect to a portion of said highway the right of way shall be not less than two hundred feet in width and over other portions of said highway the right of way shall be not less than one hundred feet in width, with in each instance necessary additional widths for embankment and cut slopes and other highway purposes; and

WHEREAS, the estimated cost of the construction of said highway, including rights of way, is 3,502,037.02, and, therefore, because of the large amount of motorists' money which will be invested in said highway, it is the judgment of the Commission that a right of way of the widths hereinafter fixed should be acquired for the construction and maintenance thereover of said Wolf Creek Highway and that there should be acquired also all rights of access thereto; and

WHEREAS, one of the main purposes governing the location and construction of said highway is to make available to the motoring public a fast, safe, convenient and practicable short route from valley points to ocean beaches, and, unless public authorities having jurisdiction over said highway can control access to and from the same, a large portion of the value of the highway will be destroyed by the construction, maintenance and operation of all sorts of small commercial activities of various types and designs on abutting properties, thus resulting in a destruction of the beauty and value of said highway. 74

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the Commission, all members being present and affirmatively voting, as follows:

1. The Commission does hereby find and declare that with respect to the portion of the Wolf Creek Highway lying between the Barnes Road and the

L
51

Wilson River Highway junction the minimum width of right of way procured shall be two hundred feet with such additional widths as may be necessary to provide for cuts, fills and other highway purposes, and that the section of said Wolf Creek Highway from its junction with the Wilson River Highway to the westerly terminus thereof shall have a minimum right of way width of not less than one hundred feet, plus such additional widths as may be necessary to provide for cuts, fills, borrow and other highway purposes.

2. The Commission does further find and declare that said established minimum widths of rights of way shall prevail throughout the entire length of said highway except at such places where the Commission may by order approve and establish a lesser width.

3. The Commission does further find and declare that the existing and potential volume of traffic which will use said highway and the purposes for which said highway will be used when completed make necessary the acquisition of a right of way of such width throughout the entire length of the same and make necessary also certain additional widths at appropriate places for borrow, for embankment and for slope purposes.

4. The Commission does further find and declare that, in order to make available to the traveling public the maximum degree of safety, convenience and accommodation and in order to make possible proper and adequate landscaping and roadside development, it is necessary that there be acquired, along with title in fee simple to the real properties needed for right of way purposes, all rights of access from abutting properties to said highway so that the Commission may for the convenience, safety and accommodation of the traveling public control the points of access from abutting properties to said highway and the points at which traffic may leave said highway to reach abutting properties or to reach connecting roads.

5. The Commission does further find and declare that for the purposes herein stated the acquisition of title in fee simple to the real properties required in connection with the location and construction of said highway and the acquisition of all rights of access from abutting properties to the properties acquired for right of way purposes is necessary for the proper construction, maintenance and use of said highway, for the control of access thereto, and for proper and appropriate lanscaping and roadside development.

6. The Commission does hereby order and direct the Engineer to properly survey, locate and mark upon the ground by permanent monuments the limits and boundaries of said right of way and the limits and boundaries of real properties necessary for the purposes announced and declared in this resolution, and said Engineer is further authorized and instructed to prepare appropriate and correct descriptions of all of the real properties needed for the purposes herein set forth and to furnish the Commission's Chief Counsel with correct copies thereof. /75

7. The Commission does further order and direct its Chief Counsel to negotiate with the owners of the several parcels of real property required for the purposes herein set forth and to take appropriate options or offers for which such real properties can be purchased, together with all rights of access thereto, and to submit such options or offers to the Commission for approval.

55

STATE OF OREGON)
) ss
County of Marion)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpt from the minutes of the meeting of the Oregon State Highway Commission of August 26, 1932, entered in Volume 17, Part 2, of the minute book, pertaining to the adoption of the Wolf Creek Highway, has been compared by me with the original and that the same is a true and correct copy of said portion of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 2nd day of June, 1960.

Floyd Query
Secretary
OREGON STATE HIGHWAY COMMISSION

Salem, Oregon, August 26, 1932

The State Highway Commission met in special session at ten o'clock A. M. in Room 325, State Office Building. Present were:

Leslie M. Scott, Chairman
E. B. Aldrich, Commissioner
Carl G. Washburne, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

Consideration was given by the Commission to the matter of the adoption of a route for the proposed "Short Road from Portland to the Sea." After a full discussion, the following resolution with respect thereto was offered by the Chairman who moved its adoption:

WHEREAS, there is and has been for some time an insistent and extensive demand for a short and quick highway between Portland and the ocean beaches, and

WHEREAS, in response to such demand the Highway Commission has during the past two years prosecuted a study and made numerous surveys which have included the various routes proposed for consideration, and

WHEREAS, the State Highway Engineer has now completed his surveys and has filed his report with the Commission in which report he has made his recommendation with respect to the route which in his judgment will best serve the traveling public and will most adequately meet the demands of the proponents of a short route between Portland and the sea, and

WHEREAS, the Commission has listened to and has considered arguments and facts made and submitted in support of the respective routes proposed and promoted by the various interested communities and organizations, and

WHEREAS, the Commission having duly considered all matters, facts and data submitted with respect to the several proposed routes and now being fully advised finds that the route commonly known as the Wolf Creek Route is the shortest, most direct and most feasible route from Portland to the sea, and it is the judgment of the Commission that a highway constructed along said route, pursuant to the survey made by the Highway Engineer will provide the fastest, shortest and most convenient highway from Portland to the ocean beaches within a radius of Seaside and Tillamook. It is further the judgment of this Commission that such highway when constructed will constitute a trunk line and that such highway together with existing and proposed lateral roads will afford the largest opportunity to serve other communities, and

WHEREAS, it is the judgment of the Commission that said Wolf Creek Route which is more particularly hereinafter defined should be adopted as the route and location of a state highway, and that said route should be qualified for construction and improvement as a state highway and a part of the state highway system.

THEREFORE, BE IT RESOLVED by the Oregon State Highway Commission, all members being present and participating affirmatively, that the proposed highway known as the Wolf Creek Route, which begins at a point on the Tualatin Valley Highway near the place where said highway leaves Multnomah County and enters Washington County and extends thence in a northwesterly direction along a course which crosses the summit of the Coast Range Mountains, through a pass approximately five miles northwest of the town of Buxton, thence across the Nehalem River at a point near the town of Elsie and terminates at a point on the Oregon Coast Highway at or near Hamlet Junction, be and said route hereby is adopted as a state highway and the construction of a highway over said route along the survey made by the State Highway Engineer hereby is authorized and said highway hereby is designated as a state highway and the same shall be known as State Highway No. 47.

BE IT FURTHER RESOLVED that the report of the Engineer with respect to the survey and location of said route be and the same hereby is approved and ordered filed.

BE IT FURTHER RESOLVED that the construction, improvement and maintenance of said highway shall be carried on in the same manner and in the same order as are other state highways.

The motion was duly seconded by Commissioners Washburne and Aldrich and was declared by the Chairman to have received a unanimous vote.

****

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477 Cottage St., N. E.
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 26, 1961

08-35.5

C. G. Polk, Division Engineer
Salem, Oregon

By: D. M. Emrich, District Engineer

Oregon Project F-186(16) Murray Road Interchange Section
Voucher Number 14 - Final

The subject voucher has been approved for payment in the net amount of $25,857.00. Deduction has been made in accordance with the attached Schedule of Exception.

Total amount of Deduction	$ 51.73
Federal-aid Pro-rata	63.93%
Net Deduction (in even dollars)	33.00

In the event that you disagree with the deductions made, it will be necessary to present reclaims of the disallowed items of costs on a separate PR-20 or PR-21 voucher identified as a reclaim voucher. Reclaim vouchers are to be submitted within nine months of the date the original voucher is processed for payment, and should be accompanied by a formal statement in rebuttal to the disallowance.

Attachment

Dexter

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FORM E-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 25, 1960

AGENDA
JUN 2 1960
29

Oregon State Highway Commission

Re: Institution of Legal Proceedings
The Village Shops, Inc. vs.
State Highway Commission
L-3473 Washington County

Gentlemen:

This is to inform you of the filing of an action at law by the Village Shops, Inc. against the State of Oregon, by and through its State Highway Commission and service of summons on the Commission Secretary. In this action plaintiff claims damages in the amount of $83,000 plus interest from July 20, 1959.

Plaintiff claims the State Highway Commission caused Murray Road, as it existed when plaintiff purchased its property, to be closed at its intersection with Sunset Highway and thereby deprived plaintiff and the customers of its shopping area to be deprived of access to its property located at said intersection as it existed at time of purchase. Actually by use of a portion of the right of way and additional land acquired on the opposite side from plaintiff's property an overpass was constructed carrying Murray Road over the Sunset Highway, and the existing road was closed at the boundary of the right of way for Sunset Highway. An interchange was constructed to provide a means of traffic between Sunset Highway and Murray Road.

You will perhaps recollect that Mr. W. T. Tripplett, who verified the complaint as President of Village Shops, Inc., appeared before the Commission at its November 6, 1959, meeting as President of Columbia Food Company to state his objections to the interchange as constructed. Mr. Williams stated that the plans for the interchange had been forwarded to Mr. Tripplett prior to construction with no objection having been received from him until after its completion. It seems, according to Mr. Tripplett, he interpreted the plans as calling for Murray Road to remain open to Sunset Highway. An appeal was made to the Commission to construct a deceleration lane on Sunset Highway and that access from the west be provided into the Shopping center. This request was denied.

NOTED
FLOYD QUERY

C 412

Since we have known for sometime the possibility of this case being filed, we have already made a considerable study for its defense. Such studies will continue to the end that proper action be taken to protect the interest of the State.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
G. E. ROHDE
Assistant Counsel

GER:mab:hg

cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Floyd Query
Mr. C. H. Maison
Mr. Robert Y. Thornton

W. C. Williams

RECEIVED
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NOTED
W. C. WILLIAMS

February 26, 1960

Murry Road Interchange
Contract No. 5112

FINAL COST ANALYSIS

Structure, Grading & Paving
Contractor: Porter W. Yett
Resident Engineer: John H. Burton

Sunset Highway
Prefix 34-1006
Project F-186(16)

F 186(16)

5112

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Clearing & Grubbing	100%	All	1,400.00		1,400.00	1,400.00
*Drainage Excavation	759.97	Cu. Yd.	2.00	1.73	1,318.40	1,519.94
**Special Borrow Excav.	14,165.7	Cu. Yd.	0.36	0.36	5,099.65	5,099.65
**General Excav.	64,413	Cu. Yd.	0.28	0.28	18,035.64	18,035.64
**Finish R.B. & Slopes	100%	All	1,500.00		1,500.00	1,500.00
**Rounding Cutbanks	450	Lin. Ft.	0.20	0.20	90.00	90.00
*12" Corr. Metal Pipe	182	Lin. Ft.	2.90	2.80	508.74	527.80
*18" Corr. Metal Pipe	551	Lin. Ft.	4.20	4.09	2,254.28	2,314.20
*24" Concrete Pipe	104	Lin. Ft.	4.50	4.05	421.48	468.00
*30" Concrete Pipe	88	Lin. Ft.	6.00	5.36	471.77	528.00
*12" Metal End Sections, Ctd.	1	Each	21.00	21.03	21.03	21.00
*18" Metal End Sections	6	Each	29.00	26.07	156.39	174.00
***Concrete Catch Basins	2	Each	65.00	65.00	130.00	130.00
***Adj. of Manholes	1	Each	30.00	30.00	30.00	30.00
***Concrete Curbs	25.14	Cu. Yd.	40.00	40.00	1,005.60	1,005.60
***1-1/2" Elec. Conduit	165	Lin. Ft.	1.75	1.75	288.75	288.75
*Metal Guard Rail	1,891.8	Lin. Ft.	2.80	2.28	4,313.30	5,297.04
*Metal Sight Posts	87	Each	2.50	2.35	204.45	217.50
*Coarse Cr. Mat'l in Base	30,928	Cu. Yd.	2.50	2.41	74,417.72	77,320.00
*3/4"-0 Cr. Mat'l in Base	4,120	Cu. Yd.	2.60	2.43	10,017.21	10,712.00
*Sprinkling	931	M-Gal.	3.00	2.53	2,358.32	2,793.00
*Preparation of Base	100%	All	1,000.00		1,046.57	1,000.00

FINAL COST ANALYSIS - Contract No. 5112
Murry Road Interchange

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*3/4"-0 Mat'l in Binder Crse.	225	Cu. Yd.	3.30	3.93	885.18	742.50
*RC-3 Asphalt	32.78	Ton	44.00	36.35	1,191.58	1,442.32
*Class "B" Asph. Conc. in Pvment	4,887.78	Ton	6.50	6.24	30,518.50	31,770.57
*Class "B" Asph. Conc. in Walks	40.94	Ton	10.00	9.20	376.46	409.40
*Asph. Conc. Traffic Markers	795	Lin. Ft.	0.80	0.68	538.15	636.00
*Furnish & Place Aggregate	924	Cu. Yd.	4.50	3.96	3,661.66	4,158.00
*RS-1 Asph. in Shldr. Oiling	19.35	Ton	45.00	37.60	727.61	870.75
***Structural Excav.	244	Cu. Yd.	3.00	3.00	732.00	732.00
***Furnish Treated Timber Piling	4,100	Lin. Ft.	1.30	1.30	5,434.00	5,434.00
***Drive Timber Piles	130	Each	33.00	33.00	4,290.00	4,290.00
***Class "A" Concrete	502.47	Cu. Yd.	57.00	57.00	28,640.79	28,640.79
***Class "A-A" Contrete	232	Cu. Yd.	60.00	60.00	13,920.00	13,920.00
***Metal Reinforcements	92,104	Lbs.	0.10	0.10	9,210.40	9,210.40
***Metal Rail	568	Lin. Ft.	7.00	7.00	3,976.00	3,976.00
***8" Metal Drain Pipe	126	Lin. Ft.	4.00	4.00	504.00	504.00
***Concrete Slab Rip Rap	525	Sq. Yd.	7.00	7.00	3,675.00	3,675.00
***3/4" Bearing Pads	32	Sq. Ft.	13.00	13.00	416.00	416.00
***Prestress. Reinf. & Prestress	100%	All	16,744.00		16,744.00	16,744.00
*PA#1 Ex. Clearing & Grubbing	100%	All	60.00		36.20	60.00
*PA#2 6" Perf. M. Dr. Pipe, Unctd.	642	Lin. Ft.	1.90	1.62	1,042.88	1,219.88
*PA#2 Drainage Excav.	86.21	Cu. Yd.	0.60	0.44	37.54	51.73
*PA#2 Special Backfill	89.05	Cu. Yd.	7.00	6.59	586.75	623.35
*PA#3 Sand Backfill	567	Cu. Yd.	2.50	2.37	1,344.28	1,417.50

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*PA#4 150-200 Asphalt	49.75	Ton	42.00	36.48	1,814.89	2,089.50
*PA#5 Excess 18" C.M.P.	60	Lin. Ft.	3.60	3.60	216.00	216.00
*&**&*** Force Account					1,349.16	1,360.31
					256,958.33	265,082.04

	Gross Revenue	Total Cost	Profit	% Profit
*Porter W. Yett	150,728.98	142,605.27	8,123.71	9%
**Erland & Bickle	25,452.55	25,452.55	- -	-
***Pacific Concrete Co.	88,900.51	88,900.51	- -	-
	265,082.04	256,958.33	8,123.71	3.1%

DETAIL OF COST - Contract No. 5112

Labor:				
Labor			$ 29,924.80	
Labor Insurance			2,142.61	
Health and Welfare and Pension			854.54	
Social Security			748.12	$ 33,670.07
Materials:c				
12" Corr.Metal Pipe	182 Lin.Ft.	@ $2.17	394.94	
12" Corr.Metal Bands	5 Each	@ $2.17	10.85	
18" Corr.Metal Pipe	611 Lin.Ft.	@ $3.03	1,851.33	
18" Corr.Metal Bands	24 Each	@ $3.03	72.72	
24" Conc.Culv.Pipe	104 Lin.Ft.	@ $3.10	322.40	
30" Conc.Culv.Pipe	88 Lin.Ft.	@ $4.25	374.00	
12" Metal End Sections	1 Each	@ $13.91	13.91	
18" Metal End Sections	6 Each	@ $20.37	122.22	
6" Perf.Metal Drain Pipe	642 Lin.Ft.	@ $0.93	597.06	
6" Perf.Metal Bands	33 Each	@ $1.19	39.27	
6 x 6 y's	4 Each	@ $12.29	49.16	
Special Backfill	89.05 Cu.Yd.	@ $4.80	427.44	
RC-3 Asphalt incl.Freight	32.78 Ton	@ $28.75	942.43	
RS-1 Asphalt incl.Freight	19.35 Ton	@ $28.00	541.80	
150-200 Asph.incl.Freight	49.75 Ton	@ $26.00	1,293.50	
Class "B" Mix fromm Commercial Plant	4,930.72 Ton	@ $4.50	22,188.24	
Rock Purchased from Commercial Plant	36,197 Cu.Yd.	@	41,436.50	
Sand Backfill	567 Cu.Yd.	@ $2.00	1,134.00	71,811.77
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			17,769.18	
Equipment Rental, Hired			4,246.40	
Gas, Oil and Grease			3,933.55	
Bond			1,096.59	
P.U.C.			282.50	
P.L. and P.D Insurance			374.06	
Small Tools and Misc. Supplies			169.15	
Freight and Cartage			347.90	
Amt.Paid Erland & Blickle for excavation Items 1 - 6			25,452.55	
Amt.Paid J.C. Denton for installing Guard Rail & Sight Posts			4,517.75	
Amt.Paid Pacific Conc.Co., for Concrete Work Incl.Structure			88,900.51	
Home Office and General Overhead			4,386.35	151,476.49
			TOTAL COST	$ 256,958.33

Remarks - Contract No. 5112

This was a "Federal Aid Primary Project" calling for structure, grading and paving of 0.71 mile of highway roadbed on the Murray Road Interchange Section of the Sunset Highway in Washington County.

The contract was bid January 16, 1958, awarded February 28, 1958; work stated March 4, 1958, and the project was completed September 28, 1959.

Erland & Blickle subcontracted the grading items, with the exception of the drainage excavation, at bid prices. Slow progress was made on the excavation due to the wet material in the roadbed and the labor strike.

The structure was subcontracted to Pacific Concrete Company at bid prices; also all concrete items. Good progress was made on the structure and the concrete items.

The contractor used a 1/2-cubic yard shovel with a dragline attachment to install the culvert pipe, also a rubber-tired tractor with a backhoe attachment assisted in this operation making good progress.

The contractor hauled the crushed rock from his commercial crushing plant, located near Scholls, with five bottom dump tandem trains, processed on the roadway with two cat #12 blades and one roller. Good progress was made on the base and 3/4-0 rock realizing a fair profit.

The contractor furnished the asphalt and hired the Oregon Asphalt Paving Company to spread the oil and place the binder rock and the oiling aggregate.

The Class "B" asphaltic concrete was furnished at the contractor's commercial plant, located at Beaverton, hauled with nine 8-cubic yard dump trucks, placed with one Barber Greene paver and two rollers.

The contractor had good bid prices, fair equipment, good supervision realizing a fair profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
MAR - 8 1960
OFFICE OF
STATE HIGHWAY ENGINEER

Contract 5112 2-5-60 A

Monthly transaction number RECEIVED 2-30 5 1960	Form -3.	Oregon
Project report number FOR FILING 12 F-186(16) 5112	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Washington**
		Project number **F-186(16)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **June 23**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project	$ **328,724**
Revised Federal funds	$ **202,000**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **4** day of **February**, 19**60**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By Forrest Cooper

~~Deputy~~ **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: R C Wright
R. C. Wright
Administrative Manager

February 4, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Murray Road Interchange Section, Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

January 13, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending four copies of estimate as a basis for modification of project agreement for the Murray Road Interchange Section, Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DAR:em

Oregon State Highway Department

Federal Aid
Project No. F-186(16)

MURRAY ROAD INTERCHANGE SECTION OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, January 5, 1960

Type Code P.E.

Preliminary Engineering	All Required	$	$ 6,000.00

Type Code 6201
Roadway (Sta. 3077+67.05 to Sta. 3093+02.68)(Contract No. 5112)

Clearing and Grubbing	All Required	$	$ 1,400.00
Drainage Excavation, Unclassified	560 cu. yds.	2.00	1,120.00
Special Borrow Excavation, Unclassified	13,400 cu. yds.	.36	4,824.00
General Excavation, Unclassified	70,000 cu. yds.	.28	19,600.00
Finishing Roadbed and Slopes	All Required		1,500.00
Rounding Cutbanks	1,000 lin. ft.	.20	200.00
12-inch Corrugated Metal Pipe	150 lin. ft.	2.90	435.00
18-inch Corrugated Metal Pipe	670 lin. ft.	4.20	2,814.00
24-inch Concrete Pipe	60 lin. ft.	4.50	270.00
30-inch Concrete Pipe	90 lin. ft.	6.00	540.00
12-inch Metal End Sections	3 only	21.00	63.00
18-inch Metal End Sections	18 only	29.00	522.00
Concrete Catch Basins	2 only	65.00	130.00
Adjustment of Manholes	1 only	30.00	30.00
Concrete Curbs	30 cu. yds.	40.00	1,200.00
1½-inch Electrical Conduit	750 lin. ft.	1.75	1,312.50
Metal Guard Rail	2,000 lin. ft.	2.80	5,600.00
Metal Sight Posts	75 only	2.50	187.50
Coarse Crushed Material in Base	31,900 cu. yds.	2.50	79,750.00
3/4" - 0 Material in Base	2,900 cu. yds.	2.60	7,540.00
Sprinkling	1,300 M-gals.	3.00	3,900.00
Preparation of Base	All Required		1,000.00
3/4" - 0 Material in Binder Course	260 cu. yds.	3.30	858.00
RC-3 Asphalt	42 tons	44.00	1,848.00
Class "B" Asphaltic Concrete in Pavement	5,400 tons	6.50	35,100.00
Class "B" Asphaltic Concrete in Walks	32 tons	10.00	320.00
Asphaltic Concrete Traffic Markers	1,200 lin. ft.	.80	960.00
Furnishing and Placing Aggregates	900 cu. yds.	4.50	4,050.00
120-150 Asphalt in Shoulder Oiling	70 tons	42.00	2,940.00
RS-1 Asphalt in Shoulder Oiling	20 tons	45.00	900.00
			$180,914.00
Flagging (57½% of Contractor's Cost)	All Required		1,500.00
Seeding and Mulching	All Required		500.00
Anticipated Drain Tile	All Required		16,900.00
			$199,814.00

Type Code Y005
Roadside Improvement (Sta. 3077+67.05 to Sta. 3093+02.68)(Contract No. 5577)

Tractor and Dozer	40	hours	$12.50	$ 500.00
Blade Grader	48	hours	12.50	600.00
Furnishing and Placing Topsoil	660	cu. yds.	1.25	825.00
Furnishing and Planting Trees	50	only	3.35	167.50
Furnishing and Planting Shrubs	230	only	2.00	460.00
Furnishing and Planting Vines	8,700	only	0.25	2,175.00
Preparation of Soil and Seeding	8	acres	110.00	880.00
Annual Rye, Grass Seed	80	lbs.	0.15	12.00
Creeping Red Fescue, Grass Seed	240	lbs.	0.55	132.00
Chewing Fescue, Grass Seed	115	lbs.	0.47	54.05
Dutch White Clover Seed	50	lbs.	0.75	37.50
Organic Fertilizer, 5-3-2	25	cwt.	5.10	127.50
Inorganic Fertilizer, 10-16-8	32	cwt.	4.90	156.80
Sawdust	35	units	15.00	525.00
				$ 6,652.35
	Subtotal			$206,466.35
	10% Engr. & Cont.			20,645.65
			Total	$227,111.00

Type Code X781
Murray Road Undercrossing (Sta. 3084+38.19)(Contract No. 5112)

Structural Excavation	244	cu. yds.	$3.00	$ 732.00
Furnish Treated Timber Piling	3,860	lin. ft.	1.30	5,018.00
Drive Timber Piles	122	only	33.00	4,026.00
Class "A" Concrete	502	cu. yds.	57.00	28,614.00
Class "A-A" Concrete	232	cu. yds.	60.00	13,920.00
Metal Reinforcement	93,000	lbs.	.10	9,300.00
Metal Rail	568	lin. ft.	7.00	3,976.00
8-inch Metal Drain Pipe	125	lin. ft.	4.00	500.00
Concrete Slab Riprap	525	sq. yds.	7.00	3,675.00
3/4-inch Bearing Pads	32	sq. ft.	13.00	416.00
Prestressing, Reinforcement & Prestressing	All Required			16,744.00
	Subtotal			$ 86,921.00
	10% Engr. & Cont.			8,692.10
			Total	$ 95,613.10

Length of Roadway - - - - - - 0.291 Mile
Length of Structure - - - - - 0.000 Mile
Total Length- - - - - - - - - - 0.291 Mile
Cost of Roadway Per Mile- - - $780,450.10

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 6,000.00	$ 3,600.00	$ 2,400.00
Roadway	227,111.00	139,400.00	87,711.00
Structures	95,613.10	59,000.00	36,613.10
	$328,724.10	$202,000.00	$126,724.10

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-186(16)

MURRAY ROAD INTERCHANGE SECTION OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for modification of Project Agreement.)

Salem, Oregon, November 3, 1959

Type Code P.E.

Preliminary Engineering	All	Required		$ 6,000.00

Type Code 6201
Roadway (Sta. 3077+67.05 to Sta. 3093+02.68)(Contract 5112)

Clearing and Grubbing	All	Required		$ 1,400.00
Drainage Excavation, Unclassified	560	cu. yds.	$2.00	1,120.00
Special Borrow Excavation, Unclassified	13,400	cu. yds.	.36	4,824.00
General Excavation, Unclassified	70,000	cu. yds.	.28	19,600.00
Finishing Roadbed and Slopes	All	Required		1,500.00
Rounding Cutbanks	1,000	lin. ft.	.20	200.00
12-inch Corrugated Metal Pipe	150	lin. ft.	2.90	435.00
18-inch Corrugated Metal Pipe	670	lin. ft.	4.20	2,814.00
24-inch Concrete Pipe	60	lin. ft.	4.50	270.00
30-inch Concrete Pipe	90	lin. ft.	6.00	540.00
12-inch Metal End Section	3	only	21.00	63.00
18-inch Metal End Sections	18	only	29.00	522.00
Concrete Catch Basins	2	only	65.00	130.00
Adjustment of Manholes	1	only	30.00	30.00
Concrete Curbs	30	cu. yds.	40.00	1,200.00
1½-inch Electrical Conduit	750	lin. ft.	1.75	1,312.50
Metal Guard Rail	2,000	lin. ft.	2.80	5,600.00
Metal Sight Posts	75	only	2.50	187.50
Coarse Crushed Material in Base	31,900	cu. yds.	2.50	79,750.00
3/4" - 0 Material in Base	2,900	cu. yds.	2.60	7,540.00
Sprinkling	1,300	M-gal.	3.00	3,900.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	260	cu. yds.	3.30	858.00
RC-3 Asphalt	42	tons	44.00	1,848.00
Class "B" Asphaltic Concrete in Pavement	5,400	tons	6.50	35,100.00
Class "B" Asphaltic Concrete in Walks	32	tons	10.00	320.00
Asphaltic Concrete Traffic Markers	1,200	lin. ft.	.80	960.00
Furnishing and Placing Aggregates	900	cu. yds.	4.50	4,050.00
120-150 Asphalt in Shoulder Oiling	70	tons	42.00	2,940.00
RS-1 Asphalt in Shoulder Oiling	20	tons	45.00	900.00
				$180,914.00
Flagging (57½% of Contractor's Cost)	All	Required		1,500.00
Seeding and Mulching	All	Required		500.00
Anticipated Drain Tile	All	Required		16,900.00
				$199,814.00

Type Code Y005
Roadside Improvement (Sta. 3077+67.05 to Sta. 3093+02.68)

Tractor and Dozer	40	hours	$15.50	$ 620.00
Blade Grader	48	hours	13.00	624.00
Furnishing and Placing Topsoil	660	cu. yds.	2.00	1,320.00
Furnishing and Planting Trees	50	only	6.00	300.00
Furnishing and Planting Shrubs	230	only	2.75	632.50
Furnishing and Planting Vines	8,700	only	0.35	3,045.00
Preparation of Soil and Seeding	8	acres	50.00	400.00
Annual Rye, Grass Seed	80	lbs.	0.30	24.00
Creeping Red Fescue, Grass Seed	240	lbs.	0.80	192.00
Chewing Fescue, Grass Seed	115	lbs.	0.80	92.00
Dutch White Clover Seed	50	lbs.	0.90	45.00
Organic Fertilizer, 5-3-2	25	cwt.	5.00	125.00
Inorganic Fertilizer, 10-16-8	32	cwt.	6.00	192.00
Sawdust	35	units	15.00	525.00
				$ 8,136.50
	Subtotal			$207,950.50
	10% Engr. & Cont.			20,795.05
		Total		$228,745.55

Type Code X781
Murray Road Undercrossing (Sta. 3084+38.19)(Contract 5112)

Structural Excavation	244	cu. yds.	$3.00	$ 732.00
Furnish Treated Timber Piling	3,860	lin. ft.	1.30	5,018.00
Drive Timber Piles	122	only	33.00	4,026.00
Class "A" Concrete	502	cu. yds.	57.00	28,614.00
Class "A-A" Concrete	232	cu. yds.	60.00	13,920.00
Metal Reinforcement	93,000	lbs.	.10	9,300.00
Metal Rail	568	lin. ft.	7.00	3,976.00
8-inch Metal Drain Pipe	125	lin. ft.	4.00	500.00
Concrete Slab Riprap	525	sq. yds.	7.00	3,675.00
3/4" Bearing Pads	32	sq. ft.	13.00	416.00
Prestressing, Reinforcement & Prestressing	All	Required		16,744.00
	Subtotal			$ 86,921.00
	10% Engr. & Cont.			8,692.10
		Total		$ 95,613.10

Length of Roadway	0.291 Mile
Length of Structure	0.000 Mile
Total Length.	0.291 Mile
Cost of Roadway Per Mile. . . .	$786,067.18

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 6,000.00	$ 3,600.00	$ 2,400.00
Roadway *	228,745.55	141,400.00	87,345.55
Structures	95,613.10	59,000.00	36,613.10
	$330,358.65	$204,000.00	$126,358.65

* Roadway	Total Cost	Federal Funds
PA Status	$222,105.40	$137,400.00
PS & E Status	6,640.15	4,000.00
	$228,745.55	$141,400.00

RECEIVED
JUN 26 1958
FOR FILING

Monthly Transaction No.
6-78

Project Report No.
F-186(16)

5112

For (6-25-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

Oregon

County
Washington

Project No.
F-186(16)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Murray Road Undercrossing Section of the Sunset Highway approximately 10 miles east of North Plains (US-26).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	5/21/57	-
Rights-of-Way		
Construction	12/31/57	0.3
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 323,719.00	$ 200,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Mr McKay
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CG Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer June 23, 1958

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Murray Road Interchange Section, Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RMC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Murray Road Interchange Section
Sunset Highway
Washington County

NATURE OF WORK:

Grade, Pave and Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
5112 Porter W. Yett 2-28-58

DATE OF COMPLETION: 110 workdays from 3-10-58

REMARKS:

May 6, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Murray Road Interchange Section, Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HHC:alw

Oregon State Highway Department

Federal Aid
Project No. F-186(16)

MURRAY ROAD INTERCHANGE SECTION OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon May 1, 1958

Type Code P.E.

Preliminary Engineering	All	Required		$ 6,000.00

Type Code 6201
Roadway (Sta. 3077+67.05 to Sta. 3093+02.68)(Contract 5112)

Clearing and Grubbing	All	Required		$ 1,400.00
Drainage Excavation, Unclassified	560	cu. yds.	2.00	1,120.00
Special Borrow Excavation, Unclassified	13,400	cu.yds.	.36	4,824.00
General Excavation, Unclassified	70,000.	cu.yds.	.28	19,600.00
Finishing Roadbed and Slopes	All	Required		1,500.00
Rounding Cutbanks	1,000	lin.ft.	.20	200.00
12-inch Corrugated Metal Pipe	150	lin.ft.	2.90	435.00
18-inch Corrugated Metal Pipe	670	lin.ft.	4.20	2,814.00
24-inch Concrete Pipe	60	lin.ft.	4.50	270.00
30-inch Concrete Pipe	90	lin.ft.	6.00	540.00
12-inch Metal End Section	3	only	21.00	63.00
18-inch Metal End Sections	18	only	29.00	522.00
Concrete Catch Basins	2	only	65.00	130.00
Adjustment of Manholes	1	only	30.00	30.00
Concrete Curbs	30	cu.yds.	40.00	1,200.00
1½-inch Electrical Conduit	750	lin.ft.	1.75	1,312.50
Metal Guard Rail	2,000	lin.ft.	2.80	5,600.00
Metal Sight Posts	75	only	2.50	187.50
Coarse Crushed Material in Base	31,900	cu.yds.	2.50	79,750.00
3/4" - 0 Material in Base	2,900	cu.yds.	2.60	7,540.00
Sprinkling	1,300	M-gals.	3.00	3,900.00
Preparation of Base	All	Required		1,000.00
3/4" - 0 Material in Binder Course	260	cu.yds.	3.30	858.00
RC-3 Asphalt	42	tons	44.00	1,848.00
Class "B" Asphaltic Concrete in Pavement	5,400	tons	6.50	35,100.00
Class "B" Asphaltic Concrete in Walks	32	tons	10.00	320.00
Asphaltic Concrete Traffic Markers	1,200	lin. ft.	.80	960.00
Furnishing and Placing Aggregates	900	cu.yds.	4.50	4,050.00
120-150 Asphalt in Shoulder Oiling	70	tons	42.00	2,940.00
RS-1 Asphalt in Shoulder Oiling	20	tons	45.00	900.00
				$180,914.00

Flagging (57½% of Contractors Cost)	All Required	1,500.00
Seeding and Mulching	All Required	2,600.00
Anticipated Drain Tile	All Required	16,900.00
	Subtotal	$201,914.00
	10% Engr. & Cont.	20,191.40
	Total	$222,105.40

Type Code X781

Murray Road Undercrossing (Sta. 3084+38.19)(Contract 5112)

Structural Excavation	244	cu. yds.	3.00	732.00
Furnish Treated Timber Piling	3,860	lin.ft.	1.30	5,018.00
Drive Timber Piles	122	only	33.00	4,026.00
Class "A" Concrete	502	cu.yds.	57.00	28,614.00
Class "A-A" Concrete	232	cu.yds.	60.00	13,920.00
Metal Reinforcement	93,000	lbs.	.10	9,300.00
Metal Rail	568	lin.ft.	7.00	3,976.00
8-inch Metal Drain Pipe	125	lin.ft.	4.00	500.00
Concrete Slab Riprap	525	sq.yds.	7.00	3,675.00
3/4" Bearing Pads	32	sq.ft.	13.00	416.00
Prestressing, Reinforcement & Prestressing	All Required			16,744.00
	Subtotal			$86,921.00
	10% Engr. & Cont.			8,692.10
	Total			$95,613.10

Length of Roadway. . . . . 0.291 mile
Length of Structure. . . . . 0.000 mile
Total Length . . . . 0.291 mile
Cost of Roadway per mile $763,248.79

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 6,000.00	$ 3,600.00	$ 2,400.00
Roadway	222,105.40	137,400.00	84,705.40
Structure	95,613.10	59,000.00	36,613.10
	$323,718.50	$200,000.00	$123,718.50

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. F-186(16)

MURRAY ROAD INTERCHANGE SECTION OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon December 20, 1957

Type Code P.E.

Preliminary Engineering	All	Required		$ 9,000.00

Type Code 6201
Roadway (Sta. 3077+67.05 to Sta. 3093+02.68)

Clearing and Grubbing	All	Required		$ 3,000.00
Drainage Excavation, Unclassified	560	cu. yds.	$3.00	1,680.00
Special Borrow Excavation, Unclassified	13,400	cu. yds.	.60	8,040.00
General Excavation, Unclassified	70,000	cu. yds.	.55	38,500.00
Finishing Roadbed and Slopes	All	Required		750.00
Rounding Cutbanks	1,000	lin. ft.	.20	200.00
12-inch Corrugated Metal Pipe	150	lin. ft.	3.75	562.50
18-inch Corrugated Metal Pipe	670	lin. ft.	5.00	3,350.00
24-inch Concrete Pipe	60	lin. ft.	6.00	360.00
30-inch Concrete Pipe	90	lin. ft.	7.50	675.00
12-inch Metal End Sections	3	only	27.00	81.00
18-inch Metal End Sections	18	only	35.00	630.00
Concrete Catch Basins	2	only	75.00	150.00
Adjustment of Manholes	1	only	100.00	100.00
Concrete Curbs	30	cu. yds.	50.00	1,500.00
1½-inch Electrical Conduit	750	lin. ft.	1.50	1,125.00
Metal Guard Rail	2,000	lin. ft.	3.00	6,000.00
Metal Sight Posts	75	only	3.00	225.00
Coarse Crushed Material in Base	31,900	cu. yds.	3.00	95,700.00
3/4" - 0 Material in Base	2,900	cu. yds.	3.25	9,425.00
Sprinkling	1,300	M-gals.	3.00	3,900.00
Preparation of Base	All	Required		300.00
3/4" - 0 Material in Binder Course	260	cu. yds.	4.50	1,170.00
RC-3 Asphalt	42	tons	45.00	1,890.00
Class "B" Asphaltic Concrete in Pavement	5,400	tons	7.00	37,800.00
Class "B" Asphaltic Concrete in Walks	32	tons	15.00	480.00
Asphaltic Concrete Traffic Markers	1,200	lin. ft.	1.00	1,200.00
Furnishing and Placing Aggregates	900	cu. yds.	4.50	4,050.00
120-150 Asphalt in Shoulder Oiling	70	tons	47.00	3,290.00
RS-1 Asphalt in Shoulder Oiling	20	tons	50.00	1,000.00
				$227,133.50

Flagging (57½% of Contractor's Cost)	All Required	$1,500.00
Seeding and Mulching	All Required	2,600.00
Anticipated Drain Tile	All Required	16,900.00
	Subtotal	$248,133.50
	10% Engr. & Cont.	24,813.35
	Total	$272,946.85

Type Code X781

Murray Road Undercrossing (Sta. 3084+38.19)

Structural Excavation	244 cu. yds.	$ 10.00	$2,440.00
Furnish Treated Timber Piling	3,860 lin. ft.	1.25	4,825.00
Drive Timber Piles	122 only	50.00	6,100.00
Class "A" Concrete	502 cu. yds.	65.00	32,630.00
Class "A-A" Concrete	232 cu. yds.	75.00	17,400.00
Metal Reinforcement	93,000 lbs.	.12	11,160.00
Metal Rail	568 lin. ft.	10.00	5,680.00
8-inch Metal Drain Pipe	125 lin. ft.	4.00	500.00
Concrete Slab Riprap	525 sq. yds.	8.00	4,200.00
3/4" Bearing Pads	32 sq. ft.	10.00	320.00
Prestressing, Reinforcement and Prestressing	All Required		19,400.00
	Subtotal		$104,655.00
	10% Engr. & Cont.		10,465.50
	Total		$115,120.50

Length of Roadway. . . . . 0.291 mile
Length of Structure. . . . . 0.000 mile
Total Length . . . . 0.291 mile
Cost of Roadway per mile $937,961.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 9,000.00	$ 5,000.00	$ 3,000.00
Roadway	272,946.85	169,000.00	103,946.85
Structure	115,120.50	71,000.00	44,120.50
	$397,067.35	$ 245,000.00	$ 151,067.35

Oregon State Highway Department

Federal Aid
Project No. F-186(16)

MURRAY ROAD INTERCHANGE SECTION OF THE SUNSET HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 6, 1958

Type Code P.E. Preliminary Engineering	All Required	$	$ 9,000.00
Type Code 6201 **Roadway** (Sta. 3077+67.05 to Sta. 3093+02.68)			
Clearing and Grubbing	All Required	$	$ 6,000.00
Drainage Excavation, Unclassified	560 cu. yds.	3.00	1,680.00
Special Borrow Excavation, Unclassified	13,400 cu. yds.	0.75	10,050.00
General Excavation, Unclassified	70,000 cu. yds.	0.60	42,000.00
Finishing Roadbed and Slopes	All Required		750.00
Rounding Cutbanks	1,000 lin. ft.	0.20	200.00
12-inch Corrugated Metal Pipe	150 lin. ft.	3.75	562.50
18-inch Corrugated Metal Pipe	670 lin. ft.	5.00	3,350.00
24-inch Concrete Pipe	60 lin. ft.	6.00	360.00
30-inch Concrete Pipe	90 lin. ft.	7.50	675.00
12-inch Metal End Sections	3 only	27.00	81.00
18-inch Metal End Sections	18 only	35.00	630.00
Concrete Catch Basins	2 only	75.00	150.00
Adjustment of Manholes	1 only	100.00	100.00
Concrete Curbs	30 cu. yds.	50.00	1,500.00
1½-inch Electrical Conduit	750 lin. ft.	1.50	1,125.00
Metal Guard Rail	2,000 lin. ft.	3.50	7,000.00
Metal Sight Posts	75 only	3.00	225.00
Coarse Crushed Material in Base	31,900 cu. yds.	3.50	111,650.00
3/4" - 0 Material in Base	2,900 cu. yds.	3.75	10,875.00
Sprinkling	1,300 M-gals.	3.00	3,900.00
Preparation of Base	All Required		300.00
3/4" - 0 Material in Binder Course	260 cu. yds.	4.50	1,170.00
RC-3 Asphalt	42 tons	45.00	1,890.00
Class "B" Asphaltic Concrete in Pavement	5,400 tons	8.00	43,200.00
Class "B" Asphaltic Concrete in Walks	32 tons	15.00	480.00
Asphaltic Concrete Traffic Markers	1,200 lin. ft.	1.00	1,200.00
Furnishing and Placing Aggregates	900 cu. yds.	4.50	4,050.00
120-150 Asphalt in Shoulder Oiling	70 tons	47.00	3,290.00
RS-1 Asphalt in Shoulder Oiling	20 tons	50.00	1,000.00
			$259,443.50
Flagging (57½% of Contractor's Cost)	All Required		1,500.00
Seeding and Mulching	All Required		2,600.00
Anticipated Drain Tile	All Required		16,900.00
	Subtotal		$280,443.50
	10% Engr. & Cont.		28,044.35
	Total		$308,487.85

Type Code X781
Murray Road Undercrossing (Sta. 3084+38.19)

Structural Excavation	244 cu. yds.	$11.00	$ 2,684.00
Furnish Treated Timber Piling	3,860 lin. ft.	1.40	5,404.00
Drive Timber Piles	122 only	55.00	6,710.00
Class "A" Concrete	502 cu. yds.	72.00	36,144.00
Class "A-A" Concrete	232 cu. yds.	80.00	18,560.00
Metal Reinforcement	93,000 lbs.	0.13	12,090.00
Metal Rail	568 lin. ft.	12.00	6,816.00
8-inch Metal Drain Pipe	125 lin. ft.	4.00	500.00
Concrete Slab Riprap	525 sq. yds.	9.00	4,725.00
3/4-inch Bearing Pads	32 sq. ft.	11.00	352.00
Prestressing Reinforcement & Prestressing	All Required		24,200.00
	Subtotal		$118,185.00
	10% Engr. & Cont.		11,818.50
	Total		$130,003.50

Length of Roadway - - - - - - - - - - - - - - 0.291 Mile
Length of Structure - - - - - - - - - - - - - 0.000 Mile
Total Length- - - - - - - - - - - - - - - - - 0.291 Mile
Cost of Roadway Per Mile- - - - - - - - - - - $1,060,095.70

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 9,000.00	$ 5,000.00	$ 4,000.00
Roadway	308,487.85	191,000.00	117,487.85
Structure	130,003.50	80,000.00	50,003.50
	$447,491.35	$276,000.00	$171,491.35

RECEIVED
JAN 11 1960
FOR FILING

F-186 (16)

5112

A

Salem, Oregon
January 8, 1960

Murray Road Interchange

Mr. Tom Edwards
Construction Engineer
OFFICE

Leonard Lindas told me that at the Murray Road Interchange, I believe in the southwest quadrant, there were some piles of dirt or gravel on or adjacent to the old road.

In connection with the trying of a case in that area, we would be in a better position if this material were out of there.

Will you please take a look and see what can be done.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams
Mr. Leonard I. Lindas

A

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ORECON STATE HIGHWAY DEPARTMENT
(date)

December 22, 1959

(CONTRACT NO.) 5112	(EST. NO.)	(CONTRACTOR)
5112	Est. 14 F	Porter W. Yett, Oreg. Ltd.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
30938	130179	$ 7,969.59 12-22-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 110 workdays from March 10, 1958

Time Extensions: None of record

Completion Date: September 28, 1959

Date Accepted: November 5, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: December 22, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: DEC 23 1959

NOTED ON CARD
dc

RECEIVED
DEC 18 1959
FOR FILING

F 182(16)

Ella

December 18, 1959

King, Miller, Anderson, Nash & Yerke
American Bank Building
Portland 5, Oregon

Attention: Mr. Norman J. Wiener

Gentlemen:

Reference is made to my letter of November 12, 1959.

The State Highway Commission on December 16, 1959 approved the minutes of the Commission meeting held on November 5 and 6, 1959. Therefore, in accordance with your request, attached is a copy of the excerpt from the minutes of November 6 concerning the delegation who appeared before the Commission regarding matters pertaining to the shopping center at Murray Road.

There is no charge for this service.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

cc: L. I. Lindas

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpt from the minutes of the meeting of the Oregon State Highway Commission of November 6, 1959, entered in Volume XLIV of the minute book, pertaining to the appearance of a delegation regarding a deceleration lane and other matters concerning the shopping center at Murray Road on the Sunset Highway, has been compared by me with the original, and that the same is a true and correct copy of said portion of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 18th day of December, 1959.

Secretary
OREGON STATE HIGHWAY COMM.

Salem, Oregon
November 6, 1959

The Oregon State Highway Commission reconvened at 10:00 a.m. in Room 418, State Highway Building. The following persons were present:

M. K. McIver, Chairman
K. N. Fridley, Commissioner
Glenn L. Jackson, Commissioner
W. C. Williams, State Highway Engineer
Forrest Cooper, Deputy State Highway Engineer
G. S. Paxson, Assistant State Highway Engineer
P. M. Stephenson, Assistant State Highway Engineer
L. I. Lindas, Chief Counsel
Geo. E. Rohde, Assistant Chief Counsel
Walter T. Wright, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Auditor
Floyd Query, Secretary

****

Mr. W. T. Triplett, President of the Columbia Food Company, and Mr. Norm Wiener, Attorney, both from Portland, appeared before the Commission requesting a deceleration lane, and regarding other matters pertaining to the shopping center at Murray Road on the Sunset Highway. Chairman McIver asked the Engineer to bring the Commission up to date on the Murray Road Interchange, which is directly west of the shopping center. The Engineer advised that the Commission inspected the interchange while enroute to the recent Astoria hearing. He exhibited a map showing the original plan devised in 1957 which consisted of a diamond interchange. He recited the history of the Commission's plans for this interchange, advising that in September, 1957, the original plan was rejected by Mr. Triplett as he felt it would harm the shopping center property. On September 16, 1957, he continued, he forwarded to Mr. Triplett a print of the present design that would miss the shopping center property and which had the tentative approval of the Bureau of Public Roads. No word, he pointed out, was received from Mr. Triplett until July, 1958 when Mr. Triplett questioned the closing of Murray Road. This year, he added, after meeting with Highway Department personnel at the shopping center site, Mr. Triplett presented a modified plan which proposed to utilize a portion of the existing right of way and make a turn into old Murray Road. He pointed out that by that time the section was practically built. He concluded by stating that Mr. Triplett's plan does not meet highway construction standards, and he could not recommend its adoption. Mr. Triplett displayed a map of the revised preliminary plan furnished him by the Engineer. The shopping center, he continued, was purchased in 1956, at which time an agreement was reached with Columbia Markets that when there was a demand, the shopping center would be developed and Columbia Markets could occupy space. He pointed out that the first highway plan was unsatisfactory because it consisted of an overpass with embankments through the center of the property, and they requested that the overpass be moved over to the vacant area next to the shopping center. In the revised preliminary and final plans, he stated, it appeared to them that old Murray Road would remain open and they did not discover it was to be closed until so advised by the shopping center tenants. They immediately protested this action to the Commission but their objection was denied. They have now been advised by Columbia Markets and the other tenants in the shopping center that the lessees will either abandon or cancel their leases unless there is a better access into the property. He requested that a deceleration lane and access from the west be provided into the shopping center property. He pointed out that their competitor, Cedar Hills Shopping Center, has two entrances similar but probably not as good as the facility he proposed. He also pointed out that the shopping center has been injured and its tax producing ability has been impaired. Mr. Wiener added that their proposal is merely for traffic to come off the Sunset Highway onto Murray Road and not for it to get on the Sunset Highway. Chairman McIver thanked the delegation for their presentation, and told them that the Commission will consider their request and advise them of the decision reached. (Later in the day the Commission denied Mr. Triplett's request.)

****

There being no further business to come before the Commission, the meeting was declared adjourned at 12:00 noon.

/s/ M. K. McIver
Chairman

/s/ W. C. Williams
State Highway Engineer

/s/ K. N. Fridley
Commissioner

/s/ Floyd Query
Secretary

/s/ Glenn L. Jackson
Commissioner

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DEC - 9 1959
FOR FILING
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December 8, 1959

Continental Casualty Co.,
310 South Michigan Avenue
Chicago 4
Illinois

Gentlemen:

State Highway contract #5112 for structure-grading-paving the Murray Road Interchange on Sunset Highway in Washington County was completed by the contractor, Porter W. Yett, assigned to Porter W. Yett, Oreg. Ltd., on September 28, 1959, and was formally accepted by the Highway Commission on November 5, 1959.

Final payment in the amount of $7,969.59 will be released to the contractor, assigned to Porter W. Yett, Oreg. Ltd., on or after December 18, 1959. The total contract amount is $265,082.04, of which amount $1,360.31 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Continental Casualty Co.,
Northwest Branch Office
105 Cobb Bldg.,
Seattle 1, Washington

cc: Continental Casualty Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Bldg.,
Portland 4, Oregon

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5112-

December 7, 1959

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Sir:

On November 6, you appeared before the State Highway Commission requesting that an additional off-ramp be constructed in the southwest quadrant of the Murray Road Interchange on the Sunset Highway.

The Highway Commission carefully considered this matter, reviewed all pertinent correspondence and plans, discussed the entire matter with its Chief Legal Counsel, and voted unanimously to deny your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FC:fn:ms
cc: Mr. Forrest Cooper
Mr. L. I. Lindas

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December 7, 1959

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Sir:

On November 6, you appeared before the State Highway Commission requesting that an additional off-ramp be constructed in the southwest quadrant of the Murray Road Interchange on the Sunset Highway.

The Highway Commission carefully considered this matter, reviewed all pertinent correspondence and plans, discussed the entire matter with its Chief Legal Counsel, and voted unanimously to deny your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FC:fn:ms
cc: Mr. Forrest Cooper
Mr. L. I. Lindas

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5112

A

November 12, 1959

Continental Casualty Co.,
310 South Michigan Avenue
Chicago 4
Illinois

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Porter W. Yett on contract #5112 for structure-grading-paving on the Murray Road Interchange on Sunset Highway in Washington County.

This payment, in the amount of $5,474.38, will be released to contractor on or after November 23, 1959. The retained percentage is $7,951.93.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: Continental Casualty Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Bldg.,
Portland 4, Oregon

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FOR FILING

F-186(11-)

5112

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November 12, 1959

King, Miller, Anderson, Nash & Yerke
American Bank Building
Portland 5, Oregon

Attention: Mr. Norman J. Wiener

Gentlemen:

Your letter of November 6 addressed to Mr. Leonard Lindas, Chief Counsel, requesting a transcript of the remarks made before the Highway Commission at its last meeting concerning the application of the Columbia Food Company, has been referred to this office for reply.

The minutes of the Commission meeting held on November 5 and 6 will not be approved by the Commission until the next meeting, which has been set for December 17. As soon as the minutes for the November meeting have been approved by the Commission, I will be glad to send you an excerpt therefrom.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms
cc: Mr. L. I. Lindas

RECEIVED
NOV 10 1959
LEGAL DEPT.

KING, MILLER, ANDERSON, NASH & YERKE
ATTORNEYS AND COUNSELORS AT LAW
AMERICAN BANK BUILDING
PORTLAND 5, OREGON

RALPH H. KING
ROBERT S. MILLER
GRANT T. ANDERSON
FRANK E. NASH
FREDRIC A. YERKE, JR.
NORMAN J. WIENER
ORVAL O. HAGER
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
HELEN F. ALTHAUS
PAUL R. MEYER
MARK C. McCLANAHAN
CLIFFORD N. CARLSEN, JR.
OMAR W. HALVORSON
THOMAS E. WITHYCOMBE
CHARLES N. ISAAK
DONALD R. HOLMAN
RICHARD C. HELGESON
KENNETH W. HERGENHAN
JEAN P. LOWMAN
ROBERT S. SUMMERS
KENNETH LEWIS

November 6, 1959

REFERRED 11-10-59
TO Query
LEONARD I. LINDAS

State Highway Commission
Salem
Oregon

Attention: Mr. Leonard Lindas
Chief Counsel

Gentlemen:

We should appreciate your forwarding to us transcript of the remarks made before the State Highway Commission today involving the application of Columbia Food Company.

We promptly shall respond to your statement for the cost thereof.

Very truly yours,

KING, MILLER, ANDERSON, NASH & YERKE

By Norman J Wiener

Form E-1—(Rev.)—10M—2-59

F 186 (16)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 7, 19 59

Section MURRAY ROAD INTERCHANGE

Kind of work Structure, Grading & Paving

Highway Sunset County Washington

Section prefix 34-1006

Contractor P. Yatt

Contract number 5112

Date of contract February 28, 19 58

Specified work days 110

Date work started March 4, 19 58

Work days used 110

Project authorization $ 328,089.38

Exclusive of engineering $ 304,758.58

Per cent of time elapsed 100.00 %

Estimated cost of completed project, exclusive of engineering $ 270,487.95

Estimated per cent ~~overrun~~ or underrun 10.0 %

Per cent of contract completed, based on estimated cost 100.00 %

Engineering authorization $ 23,330.80

Engineering cost to date $ 24,650.00, 106 %

Date project was completed September 28, 1959, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-Final estimate submitted to Division Office on Monday.

CONSTRUCTION DIVISION
RECEIVED
NOV 9 1959
NOTED-- CE ACE ACE CDE

NOTED
JOHN R. OAKES

NOTED
C. E. PAULSEN

Signed John H. Burton
John H. Burton Resident Engineer

Address 2131 S.W. Scholls Ferry Road, Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.71	0.71			0.71
Miles partially completed					
Miles completed	0.71	0.71			0.71
Total estimated quantities (contract)	70,000	34,800			5400
Total quantities corrected to date	64,413	35,048			4888
Estimated quantities moved or placed to date	64,413	35,048			4888
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Showers		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday			

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STATE HIGHWAY COMMISSION MEETING

Delegation W. T. Triplett, Pres. of Columbia Food Co., Portland, re a deceleration lane and other matters pertaining to his shopping center at Murray Road on the Sunset Hwy. (See also Agenda Item 3b).

Date Nov. 6, 1959

Time 10:45 a.m.

Name	City or Town	Capacity
W. T. Triplett (spokesman)	Portland	
Norm Wiener	"	Attorney

RECEIVED
OCT 21 1959
FOR FILING

AGENDA
NOV 6 1959
10:45 A.M.

October 21, 1959

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Mr. Triplett:

Your letter of October 5, addressed to Mr. W. C. Williams, State Highway Engineer, has been referred to this office. This letter concerns your request for a hearing before the Highway Commission in regard to a deceleration lane and other matters pertaining to your shopping center at Murray Road on the Sunset Highway.

The next Highway Commission meeting will be held in Room 418 of the State Highway Building in Salem on November 5 and 6, 1959. Delegations will be heard on Friday, November 6, and fifteen minutes of time has been reserved for you beginning at 10:45 a.m.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:rj

cc: Commission
W. C. Williams

[illegible]

10:45 A.M.

D.

COLUMBIA FOOD COMPANY
General Office Warehouse
1845 S. E. Third Avenue
PORTLAND 14, OREGON

October 5,1959

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

I have your September 8th letter in reply to our request for a deceleration lane and exit to our shopping center at Murray Road on the Sunset Highway.

We cannot agree with your findings. By blocking off Murray Road you have seriously destryed the value of our shopping center. We do not feel you have the right to cut off a road which has fed commercial property as you have done. We had every right to believe this road (Murray) would continue to serve as the public's means of approach. I frankly cannot understand your desire to destroy extremely valuable property which is paying heavy state and federal taxes. We have lost our service station rental($250.00 a month) and have no hope of getting a new tenant so long as cars cannot easily reach the station. This represents an investment in station alone of $30,000 in addition to the ground. This shopping center ground value is $25,000 an acre for the four acre tract.

Additionally, other tenants, the grocery, the variety, and the restaurant have lost business since the closing. We had already put the new market building out to bids but the proposed tenant refuses to go ahead unless an access road is opened.

We would rather work out this "exit to Murray" than bring a suit for damages and abandon the center. For this reason we request a hearing before the commissioners at your earliest opportunity.

Yours very truly,

Columbia Food Company

W. T. Triplett
W. T. Triplett
President

CC: W. B. Johnson
T. B. Bruno
Milo McIver
R. C. Bradshaw

RECEIVED
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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

F-116
F112

6840

October 19, 1959

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Sir:

I have just returned from the national meeting of highway officials in Boston, Massachusetts and have before me your letter of October 5 in which you request a hearing before the Highway Commission.

I am asking the Secretary to confirm an appointment date for you at the next meeting of the Highway Commission at which delegations will be heard. This will be Friday, November 6.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:mm

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Floyd Query

A

RECEIVED
OCT 19 1959
FOR FILING

F 186(4)

512

October 16, 1959

Continental Casualty Co.,
310 South Michigan Avenue
Chicago 4
Illinois

Gentlemen:

It is the intention of the State Highway Commission to release to Porter W. Yett, Oreg. Ltd., a portion of the funds heretofore retained by the Commission on contract #5112 for structure-grading-paving the Murray Road Interchange Section of Sunset Highway in Washington County.

This payment, in the amount of $33,968.20, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,782.62. The present payment will be released on or after October 26, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Continental Casualty Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Bldg.,
Portland 4, Oregon

RECEIVED
SEP 30 1959
FOR FILING

F-186(16)

5112

October 1, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 28, 1959, on Contract No. 5112, Murray Road Interchange Section, in Washington County, in connection with Federal Aid Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence O. Swenson

A

RECEIVED
SEP - 9 1959
FOR FILING

F-186 (-)

5112

September 8, 1959

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Sir:

Your letter of August 15 to Mr. Shaw, requesting additional facilities at Murray Road, has been referred to this office for action and reply.

Reviewing the history of this interchange, you will recall that our original design was a diamond-type interchange to which your people objected on the grounds that it took too much property. In accordance with your wishes, the plan was revised to that now existing, and our files show that a plan was forwarded to you as early as September 6, 1957. I reviewed this matter on July 30, 1958, stating, "The off ramp in the southeast quadrant, presently under contract, should be adequate and will provide suitable access to the shopping center for eastbound traffic."

The over-all plan for the Sunset Highway consists of gradual conversion to freeway characteristics and operation as funds are available and as traffic warrants such conversion. The Cedar Hills Interchange will, at some future date, be brought into conformity with this thinking. It is our belief, as well as our experience, that the construction of the freeway-type facilities, which permit safe exit and entry to shopping and service areas, are more desirable and more consistently used by the public than facilities with less safe approaches. It is our belief that, when this interchange is complete, entry and exit facilities will prove adequate and not a detriment to your property. We, therefore, must advise that no change can be made in the plan now under construction.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:fp me
cc Mr. M. K. McIver
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Lloyd Shaw

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 31, 1959

SUBJECT: Murray Road Interchange
Sunset Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

I am attaching a copy of a letter from Mr. Shaw relative to a request from Mr. W. T. Triplett, President of Columbia Food Company, for an additional off connection at the above interchange. Also attached is a letter from Mr. Triplett to Mr. Shaw and a sketch map prepared by Mr. Triplett showing the requested connection.

To bring you up to date on this matter, I cite the following: Mr. Triplett wrote to Mr. Williams on September 6, 1957, and stated, "Reviewing further, I did look at the first drawing your staff made of the overpass and felt they would not harm our investment. That one called for the access or turn-off roads from the west being on the east side of Murray Road as was the overpass itself". On September 16, 1957, Mr. Williams mailed to Mr. Triplett the plan of the interchange which is now being constructed. On December 20,1957, Mr. Williams sent Mr. Triplett Plan Sheet No. 4 and Profile Sheet No. 4A of the Federal Aid Plans. The plan sheet definitely showed Murray Road not connecting to the Sunset Highway.

Mr. Williams received a letter from Mr. Triplett dated July 16, 1958, requesting that Murray Road be left open for eastbound traffic to enter the shopping center. Mr. Williams wrote to Mr. Triplett on July 30, 1958, reviewing the matter and stating, "The off-ramps in the southeast quadrant presently under contract should be adequate and provide suitable access to the shopping center for eastbound traffic."

I am sure from the foregoing that Mr. Triplett has realized all along that Murray Road would not connect to the Sunset Highway. I am attaching a suggested letter turning down his request.

Tom Edwards
Construction Engineer

By D. J. Barbee

D. J. Barbee
Asst. Construction Engineer

DJB:law
Attachments

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 18th, 1959

SUBJECT: Murray Road Interchange
Sunset Highway
Contract: 5112
Prefix: 34-1006

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Under date of August 6, 1959 I sent you a report on a meeting at Murray Road to consider a requested entrance to Columbia Market development area. The attached copy of a letter dated August 15th and its accompanying sketch is a follow-up by W. T. Triplett of his earlier request.

Mr. Triplett professes ignorance of plans for severance of the ground level roadway at Murray Road - Sunset crossing. The date of transfer to the Triplett interests according to county records would have been after design of the interchange. Those records showed ownership as Lester J. Wood at the time the interchange was under study.

The dropoff in traffic into Triplett's holdings during the past three weeks may be accounted for in part by the temporary use of the north legs of the interchange for access to the south area. This will cease upon completion of paving of the south ramps.

Triplett's proposal offers a very objectionable double exit from Sunset Highway. It is in effect a breakdown of the non-access provision of the right of way acquisition.

Mr. Triplett was informed at the August 5th meeting that if he presented such a plan, it would be forwarded through channels for consideration but with a recommendation that it not be approved. Such adverse recommendation is made herewith.

Lloyd P. Shaw
LLOYD P. SHAW
Metropolitan Engineer

LPS:hg
Attach-2

CONSTRUCTION DIVISION
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AUG 19 1959
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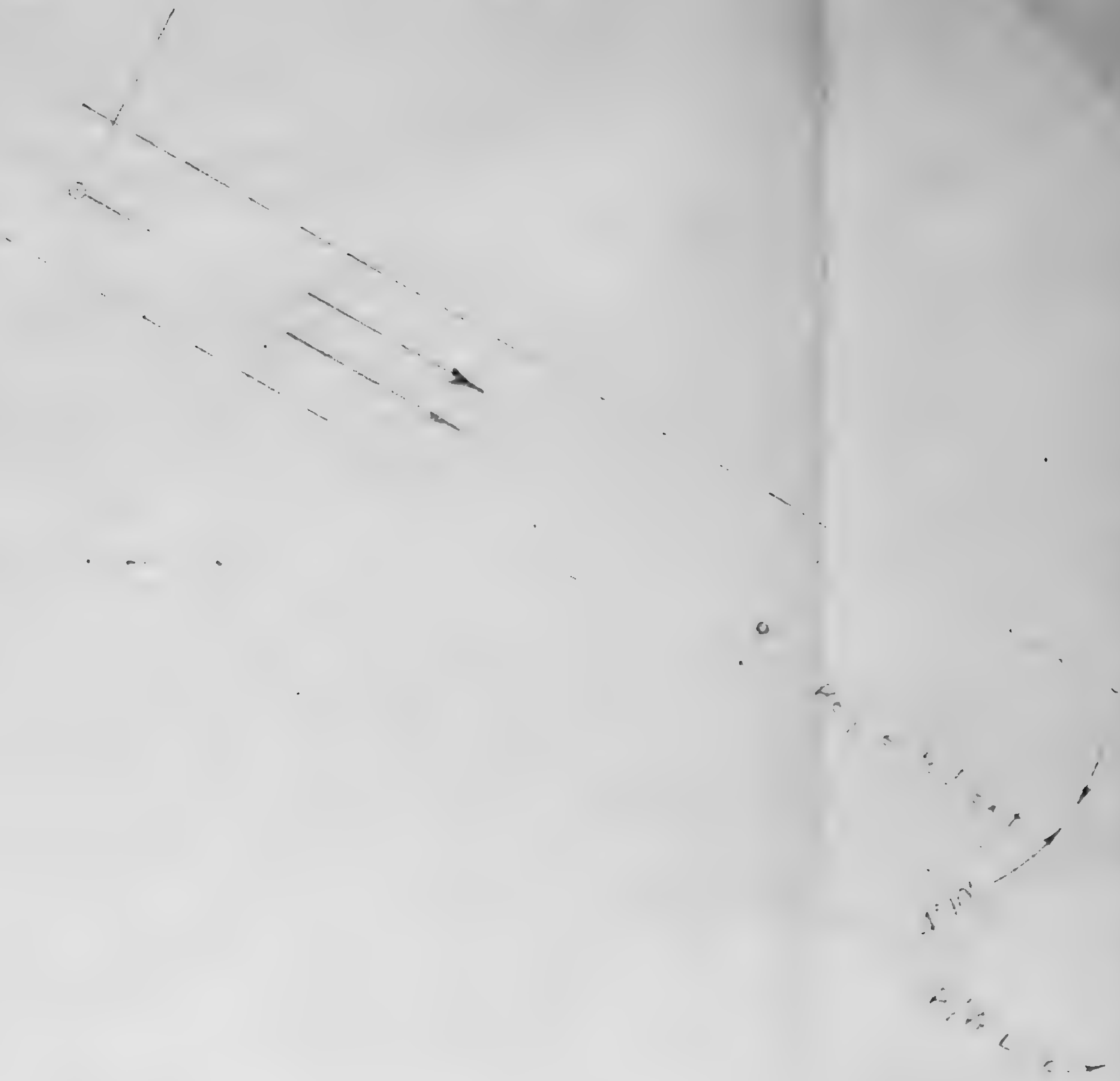

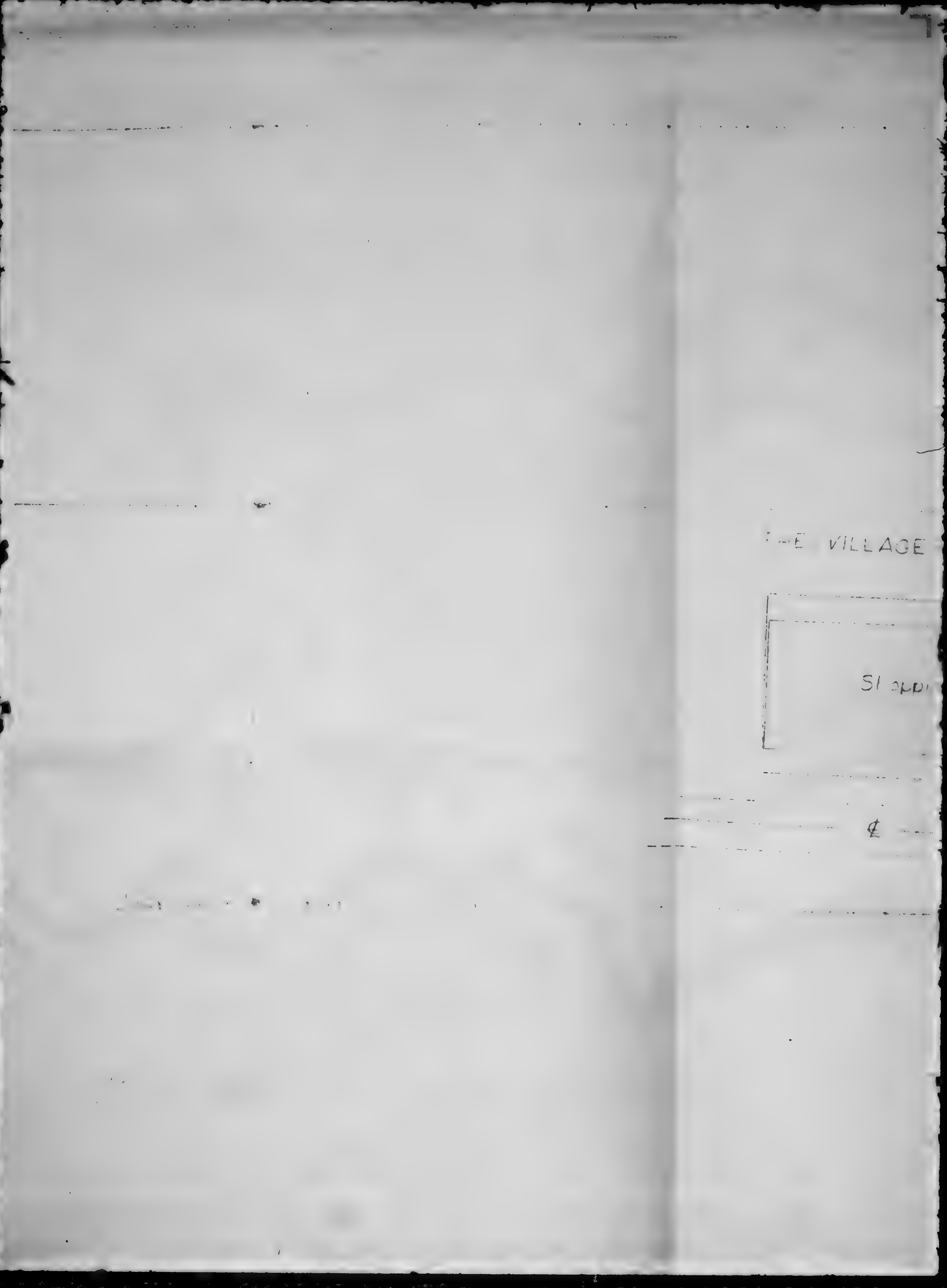

THE VILLAGE
Shoppi
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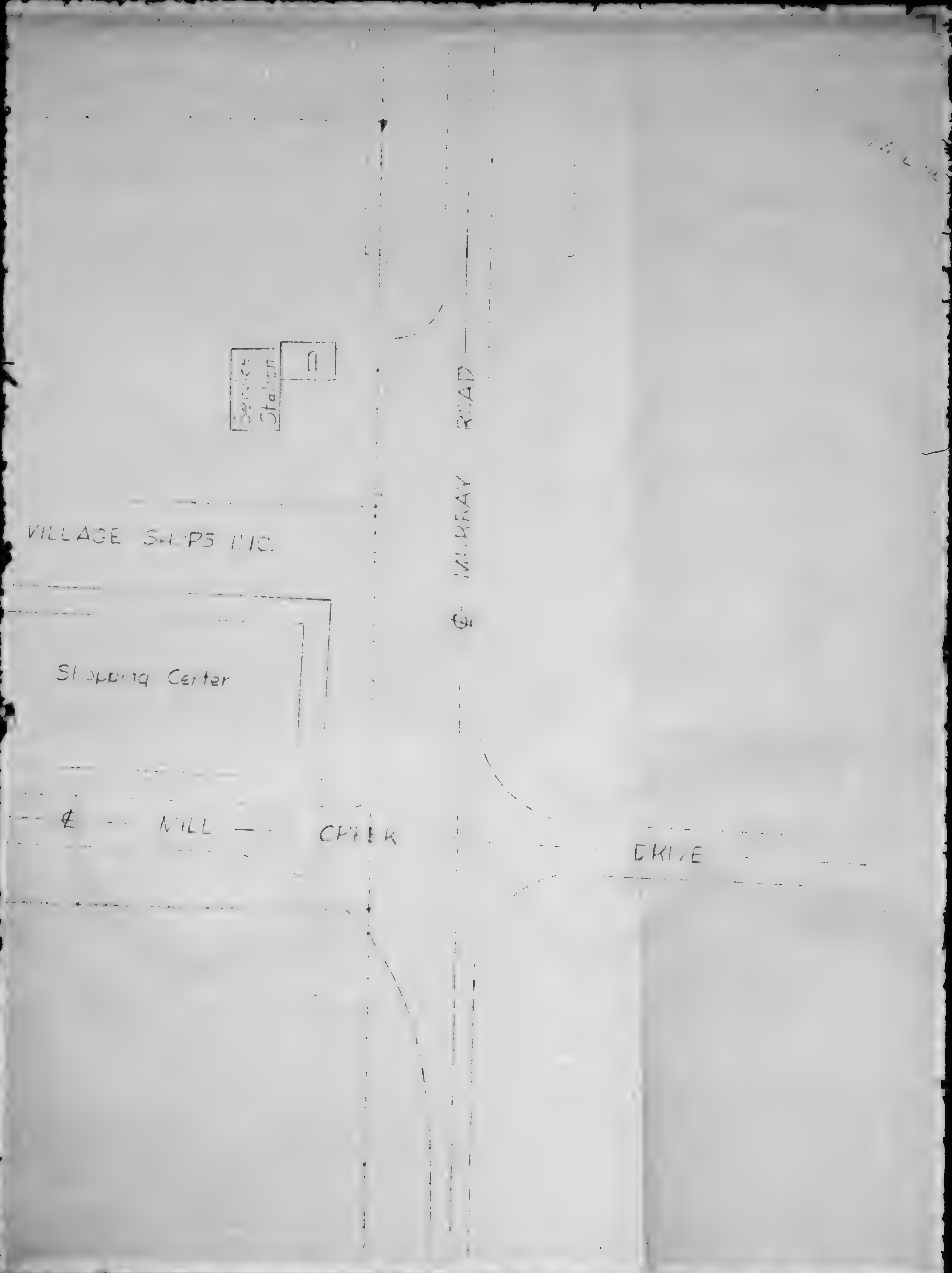
Service Station
VILLAGE SHOPS INC.
Shopping Center
℄ MURRAY ROAD
℄ MILL CREEK
DRIVE

LAND

COLUMBIA FOOD COMPANY
General Office Warehouse
1845 S. E. Third Avenue
PORTLAND 14, OREGON

August 15, 1959.

Mr. L. P. Shaw
Metropolitan Engineer
State Highway Dept
Box 4699
Portland 2, Oregon.

Dear Mr. Shaw: Re: Sunset Highway Overpass

As a result of our recent on the site conference with Mr. Skelton we have drawn up a sketch of our requested exit from Sunset Highway on to Murray Road. We believe this would solve our shopping center entrance problem and would do so at a minimum cost and a maximum of safety.

To review our situation, when we bought the shopping center several years ago, we also purchased an additional two acres to enlarge the center. We leased grocery space to Columbia Markets and agreed to build a large supermarket for them when the population demanded it. In addition we have planned space for other shops such as a large variety store, hardware, auto suppdy, beauty salon, bank, etc. Our architect has drawn plans, submitted them to bids, and a satisfactory bid has been received for phase one of $187,889.00. This will be in additien to apresent inventment of $175,000 in the grounds, service station and present center.

These plans are being delayed and will be dropped unless we get access to the center from the west. The proposed exit will accomplish this.

We base our request on several factors:

1. When we bought the property we had every reason to believe Murray Road would always remain open to give free access to the highway. We grunt that the overpass blocks access from the east; as a matter of fact, actually buries us from view by west bound travelers, but feel the overpass does not materially hurt access from the north and east and is in the public interest. We do not feel the State has the right to cut off Murray Road unless it wants to take the $175,000 investment off our hands.

METROPOLITAN ENGINEER
RECEIVED
[illegible]

E INTERIM COM
CREATED BY H.J

Since you closed Murray Road 3 weeks ago, our service station has practically gone out of business. Its' operator moved out and Signal Oil has been unable to get a new sub tenant. They are trying to void our lease. The variety store is off 50%, and Columbia Market is off 30%. Because the area is now marooned, the new projected building will be abandoned unless the exit road is opened.

2. It is in the public interest of the farmers and through travelers from the west to be able to get gasoline food supplies and other necessities as handily as possible and without backtracking. To close this road would eliminate a major competitor to the Cedar Hills Center and result in higher prices to the public, (fewer specials, etc.)

3. The Cedar Hills Center, the only other shopping center on the Sunset Highway, has 2 easy access roads from the west. Both are without slow down lanes. Our proposed exit has a long deceleration lane for maximum safety. In all fairness we are entitled to equal treatment with a close competitor on the same highway.

4. Cost should be minimized as work is now in progress which will require little change.

We hope you will channel this request immediately and get us a hearing before the commission, if needed, as we are ready to start construction promptly, and as you have work in process there it would benefit both of us to get prompt action.

Thanking you for your consideration, I am

Yours truly,

VILLAGE SHOPS

W. T. Triplett
President

cc: Milo McIver
Thaddeus Bruno
W. B. Johnson

RECEIVED
AUG 12 1959

FOR FILING

F-186(16)

5112

August 11, 1959

540

Mr. Phil Newitt, Superintendent
Sun Valley School
District No. 6
575 N. W. Murray Road
Portland 1, Oregon

Dear Mr. Newitt:

Further reference is made to your letter of July 14 regarding the possibility that the Highway Department would install a fence on the south side of the school property adjacent to the Sunset Highway.

From the facts at hand, it would not appear that this is a proper expenditure of highway funds based on a policy which we have used as a guide for a number of years, which is that when the highway is built past an existing school facility, a high-type fence is installed between the school property and the highway. In the case where the highway is constructed first and the school is built adjacent to it thereafter, it is felt that the responsibility for the safety of the school children is that of the school district.

Our records show in the present instance that the highway was in place and the right of way was purchased from your predecessor in interest.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Lloyd Shaw
Mr. John Burton

LHY:fp ae

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 31, 1959

SUBJECT: Murray Road Interchange
Sunset Highway
Contract: 5112
Prefix: 34-1006

To: Mr. Tom Edwards
Construction Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

The following material is transmitted to you herewith:

1 copy of letter from Phil Newitt to W. C. Williams.
1 copy of letter from Williams (Stephenson) to Newitt.
1 map showing proposed fencing.

The materials received from Mr. Stephenson's office together with assignment slips are being returned to him direct.

Sunset Valley School playground and its east-west limits are shown on the accompanying map. It is desirable to have some form of fence between the west bound entrance ramp and the playground. The only question I might raise is in the matter of type of fence to be used. The chain link (cyclone) type is far more durable and would undoubtedly give better service adjacent to a playground than would our standard fencing. For this reason "cyclone" type fence is recommended as indicated on the map.

Lloyd P. Shaw

LLOYD P. SHAW,
Metropolitan Engineer

LPS/sm/w
enc.
cc: John Burton

CONSTRUCTION DIVISION
RECEIVED
AUG 7 1959
NOTED-- ☐☐☐☐☐

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

July 31, 1959

SUBJECT: Murray Road Interchange
Sunset Highway
Prefix: 34-1006, Contract: 5112
Fencing at Sunset Valley School

To: Mr. P. M. Stephenson
Assistant Highway Engineer
State Highway Department
Salem, Oregon

Returned to you herewith are copies of correspondence from Newitt to Williams and Williams to Newitt regarding the subject project. Also included is a map showing proposed fencing at Sunset Valley School.

The west bound entrance ramp from the interchange will present a hazzard in the grammar school playground area unless fenced. In view of the rough treatment given playground equipment I believe "cyclone" type fencing should be used instead of our regular woven fence. Approval of "cyclone" type fence as indicated on the map is recommended.

Lloyd P. Shaw

Lloyd P. Shaw,
Metropolitan Engineer

LPS/nbn/w
enc.

NOTED
P. M. STEPHENSON

RECEIVED
AUG 7 - 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 22 1959
~~FOR FILING~~

July 21, 1959

Mr. Phil Newitt, Superintendent
Sunset Valley School
575 N. W. Murray Road
Portland 1, Oregon

Dear Mr. Newitt:

Your letter of July 14, in regard to the possibility of the State Highway Department erecting a fence on the south side of the school property near Murray Road, has been referred to our field representatives for their investigation and recommendation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

cc Mr. W. C. Williams
Mr. A. G. Skelton

PHIL NEWITT
SUPERINTENDENT

OMER GOSNELL
PRINCIPAL

Sunset Valley School

DISTRICT NO. 6
575 N.W. MURRAY ROAD
PORTLAND 1, OREGON
PHONE MI 4-1103

BOARD OF DIRECTORS
MERRILL MEIGS
CHAIRMAN

VERNA HOOD
CLERK

July 14, 1959

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Members of our school district have been wondering if there is a possibility that the State Highway Department would take the responsibility for building a fence on the south side of the school property that bounds the Sunset Highway.

The new approach to the interchange comes pretty close to the school building and the highway itself has always been a hazzard. We have school rules not to go after balls on the highway but some children still slip down over the bank after them.

Any aids or suggestions that will help alleviate our problem will be very much appreciated.

The community and the school district are very grateful to you for your support of the interchange in our community.

Sincerely yours,

Phil Newitt

Phil Newitt
Superintendent

PN:LL

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JUL 16 1959
OFFICE OF
STATE HIGHWAY ENGINEER

JUL 16 1959

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[illegible]
2113

August 10, 1959

Mrs. Helen Bleything
13825 N. W. McLain Way
Portland 10, Oregon

Dear Mrs. Bleything:

Your letter of July 29, addressed to Mr. Lloyd Shaw, with reference to fencing between your property and the highway at the Murray Road Interchange, has been referred to this office.

Fencing by the Highway Department generally falls into two categories:

1. That along the interstate system, which is fenced for complete control of access.

2. That along the primary, secondary, or urban highways, which is fenced by the State only in cases where the State is committed by the right-of-way agreement. Fencing such as this is determined at the time the right of way is acquired.

When the right of way for the Sunset Highway in the vicinity of Cedar Hills Park was acquired, in 1941, the matter of fencing was settled with the individual owners, with no obligation for fencing assumed by the Highway Commission.

No change is being made in the right-of-way width in this area, the only change westerly from Murray Road being the separation of the eastbound traffic lanes from the westbound to make them conform to the interchange. Except on the interstate system, most of the highways in urban or suburban areas are unfenced; however, there is nothing which would preclude the owner from fencing his property at the right-of-way line for the control of his stock or to enclose his yard if it is his desire to insulate his property from the abutting roadway.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:jw FC:fn me
cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Lloyd Shaw
Mr. John Burton

Property owned by Mrs Blaything is
Lot 11 Block 5 Cedar Mill Park

This property was platted Oct 11 1946

R/W was purchased from Joseph T Smith on metes & bounds desc Oct 21 1942

℄ Sta 3073+50 - 3074+75

Hwy completed in this area Mar 29 1949

5211	Glalder $4276	Grantor to const necessary fence
5212	Jerme 320	Grantor to build R/W fence if he elect to have same fenced.
5213	Smith $816.75	No allowance made for fence.

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 31, 1959

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

SUBJECT: Murray Road Interchange
Sunset Highway
Contract: 5112
Prefix: 34-1006

Attention: Mr. D. J. Barbee

A printed copy of a letter to this office from Mrs. Helen Bleything is sent herewith. Mrs. Bleything is requesting installation of fencing along the southerly right of way line of the subject project.

I believe this should be governed by general policy of the Highway Commission rather than approached piecemeal. The situation at the Bleything residence is similar to that in other locations along the Sunset Highway. No fence now exists but several owners have planted hedges which would be damaged should a fence be built on the right of way line. There is virtually no cut or fill at this point and access from abutting property to the highway is no problem to pedestrians. While a fence would be desirable, it should be part of an extensive fencing project. Installation of fence at the Bleything property is not recommended.

Lloyd P. Shaw
LLOYD P. SHAW,
Metropolitan Engineer

LPS/sn/w
enc.

Young

CONSTRUCTION DIVISION
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AUG 3 1959
NOTED-- ☒ ☐ ☐ ☐ ☐

COPY COPY COPY

13825 N.W. McLain Way
Portland 10, Oregon
July 29, 1959

Mr. Lloyd Shaw
Metropolitan Engineer
9200 S.E. McLaughlin Blvd.
Portland, Oregon

Dear Mr. Shaw:

I am writing this letter at the suggestion of Mr. John Burton who is in charge of the road project on Sunset Highway and Murray Road.

I live just west of the new bridge that has gone up over the highway. They are now in the process of widening the highway and making the approaches to this bridge. By widening the highway they are having to use all the property right up to the area where the state land stops and my property line begins. This is true for all the residences along here. Many of us have small children who play in their own backyards. When this is complete it will be very easy for our children to run right out onto the highway from their backyards, and we are very concerned about this.

On the Banfield Freeway there is a similar situation out beyond about sixtieth avenue. I have notices when driving by that there has been a cyclone fence put up which, of course, would keep the children from running out onto the highway. I am wondering if such a fence could not be put up on Sunset highway along the area where our property line connects with the highway land.

I will appreciate your looking into this and seeing what can be done. We have already talked a great deal about it in the neighborhood and several of us were about ready to start a petition requesting a fence. However, after talking to Mr. Burton, we thought it best to write directly to you first and find out what you might suggest.

Sincerely,

Mrs. Helen Bleything

47-2-2-A

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 6th, 1959

SUBJECT: Murray Road Interchange
~~Sunset Highway~~
Contract: 5112
Prefix: 34-1006

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. D. J. Barbee

At the request of Division I, I was present at a conference with people directly interested in the proposed Columbia Markets development in the southwest quadrant of the subject interchange area. The meeting was held on the site at 5:00 PM, August 5th, 1959 and was brought about by a direct request to Mr. Skelton by Mr. McIver.

Persons present were: Thaddeus B. Bruno, William B. Johnson (Jewett, Barton, Levy, and Kern), and W.T. Triplett, all representing the Columbia Markets or parties interested in the Columbia Markets proposed development of the area near Murray Road. Those present from the Oregon State Highway Department were: A. G. Skelton, John Burton, and Lloyd Shaw.

The core of the discussion was the desire of Columbia Markets to obtain a direct entrance to their property for west bound Sunset Highway traffic and with a minimum or no loss of their existing area.

I told them flatly that in my opinion their proposal was unacceptable from the standpoint of proper signing and speed control. The persistance of Mr. Triplett led to the suggestion that he present in sketch form his proposal and arguments which would then be reviewed and forwarded through Department channels. This Mr. Triplett agreed to do. It is likely that some such presentation will be forthcoming in a week or ten days.

Lloyd P. Shaw
LLOYD P. SHAW,
Metropolitan Engineer

LPS/am/w
cc: A. G. Skelton
John Burton

CONSTRUCTION DIVISION
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F 186(16)
5112

July 1, 1959

Murray Road Interchange
Section
Cont. No. 5112-Washington
County
Project F-186(16)

Mr. G. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of June 22, 1959, 08-35.1, regarding Order for Extra Work No. 2 for salvaging, cleaning, replacing and backfilling a 6" pipe on the subject project.

The area in which the pipe was placed was wet and soft all summer. Grading was performed during short intervals with long intervals of drying. After rains started work in the area was impossible. The contractor was told early in September that he would not be allowed to place surfacing because it would be fouled by the mud and the fines lost.

It is true that 14 workdays were charged in October, 1958. All days were charged for work on the structure and the charge protested by the contractor. No protective covering could, therefore, be put over the pipe as suggested in your letter. Also the backfill was completely washed out by later winter rains.

The cost of repairing damage to the pipe is small when compared to that which would have resulted had surfacing been placed and lost.

Your early approval of this order is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:br

IDAHO
MONTANA
OREGON
WASHINGTON

When replying, refer to
08-35.1

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

June 22, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-186(16)
Murray Road Interchange
Order for Extra Work No. 2

Dear Sir:

Reference is made to your letter dated June 18, 1959 transmitting subject order.

Our records indicate that the contractor removed grading equipment and announced his intention of not placing any more rock surfacing, except that necessary for winter travel, after the heavy rains of early October, 1958. Good weather periods followed however and it is believed that he was charged work days for those periods when he could have worked with specified efficiency.

Under such circumstances it would appear to have been the contractor's obligation to take all necessary steps to prevent winter damage to the pipe installation during the good weather period following the contractor's suspension of the grading and surfacing work.

Your further comments are invited.

Very truly yours,

C. G. Polk
Division Engineer

E. H. Cowan

By: E. H. Cowan
Acting Division Engineer

When replying, refer to
08-35.1

June 22, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-186(16)
Murray Road Interchange
Order for Extra Work No. 2

Dear Sir:

Reference is made to your letter dated June 18, 1959 transmitting subject order.

Our records indicate that the contractor removed grading equipment and announced his intention of not placing any more rock surfacing, except that necessary for winter travel, after the heavy rains of early October, 1958. Good weather periods followed however and it is believed that he was charged work days for these periods when he could have worked with specified efficiency.

Under such circumstances it would appear to have been the contractor's obligation to take all necessary steps to prevent winter damage to the pipe installation during the good weather period following the contractor's suspension of the grading and surfacing work.

Your further comments are invited.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

Orig to Foster

June 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering salvaging and relaying 6" perforated pipe on the Murray Road Interchange Section of the Sunset Highway in Washington County, Contract No. 5112, in connection with Federal Aid Project No. F-186(16).

This 6" perforated metal drain pipe was installed under Price Agreement No. 2 to take care of a bad water condition. The pipe was completely installed and backfilled. It was necessary to shut the work down before surfacing was placed. The early rains carried away the backfill and silted the pipe so that it will not function.

Salvaging and relaying the pipe is the responsibility of the State as the initial work was done in proper manner and stoppage of work was ordered by the State.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

DBP:br
Enc.

RECEIVED
MAY 13 1959
FOR FILING

5112

5-9-59

ASSIGNMENT OF LEASE

For value received Porter W. Yett,
Name

contractor on highway (bridge) construction contract No. 5112, does hereby sell, transfer, assign, and set over to the Oregon State Highway Commission, for the duration of said contract, all its right, title, and interest in and to the lease affixed hereto, reserving the right to go upon and use the leased premises for the purposes of said contract, and, further, does agree to indemnify and hold harmless the said Highway Commission, its members, officers, employees, and agents against any and all claims or damages which may result from the use of the property covered by said lease during the term of this assignment.

Attachments:

1. Copy of lease from P. W. Yett (lessor) to Porter W. Yett, Ore. LTD (contractor-lessee) dated 3-11-59, covering a parcel of land in Section 5, Township 2S, Range 1W, W.M., Washington County, Oregon.
2. Title report of lessor.

May 9, 1959
Date

6500 N. E. Ainsworth Street
Portland 18, Oregon
Place

P. W. Yett
Contractor

By P. W. Yett
Owner

STATE OF OREGON
County of Multnomah } ss.

On this 9th day of May, 1959, personally came before me, a Notary Public in and for said county and state, the within named P. W. Yett to me personally known to be the identical person__ described in, and who executed, the within instrument, and who each personally acknowledged to me that _he_ executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Notary Public for Oregon
NOTARY PUBLIC FOR OREGON
My commission expires My Commission Expires June 8, 1960

ACCEPTANCE RECOMMENDED:

State Highway Engineer

ACCEPTED, on behalf of the State Highway Commission

Chief Counsel

FORM E-30 50M 11-58 15990

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 6, 1959
Salem, Oregon

SUBJECT:

To: Mr. Edwin A. Pease
Construction Office Engineer
Office

Re: Partial Material Payments
Contract No. 5112
Murray Road Interchange Section
Sunset Highway

Mr. George Rohde has handed me the letter of Porter W. Yett, Jr., along with the accompanying documents, which include an indenture, title report and assignment of interest to the State for stockpile materials being used by the contractor on the abovementioned job and for which the contractor is requesting advance payments.

I have examined the documents and find them satisfactory, and I am herewith returning the said contractor's letter as well as all the accompanying documents to you.

Frank
FRANK C. McKINNEY
Chief, Office Section

FCMcK/ks
encl.

cc: L. I. Lindas

PORTER W. YETT, JR.
PORTER W. YETT, SR.
BEN H. YETT, JR.

Phone ATlantic 2-3251

PORTER W. YETT, OREG., LTD.
Contractors

6500 N. E. AINSWORTH ST.
PORTLAND 18, OREGON

May 4, 1959

REFERRED
TO McKinnon
FOR Review & handling
G. E. ROHDE
Please discuss with me after review
[illegible]

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. George E. Rohde, Assistant Counsel

Gentlemen:

Re: Request for Partial Material Payments
Contract No. 5112 - Murray Road Interchange Section
Sunset Highway, Washington County

In accordance with the procedure outlined by the Oregon State Highway Commission, we enclose the following documents with request for payment for materials placed in stockpile for the above named contract.

1. Three copies of Indenture between P. W. Yett, owner, and Porter W. Yett, Oreg., Ltd., contractor, covering purchase of rock materials to be used on the above named contract.

2. Two copies of Title Report #190552 from Title Insurance Company, dated May 1, 1959, showing that the real property involved is owned by P.W. Yett.

3. Three copies of agreement between P. W. Yett, owner, and Porter W. Yett, Oreg., Ltd., contractor, covering the right to manufacture and store materials upon said real property.

We trust that the enclosed instruments meet the requirements of the Commission and that favorable approval will be granted our request.

Very truly yours,

PORTER W. YETT, OREG., LTD.

By Porter W. Yett Jr.
Porter W. Yett, Jr.
General Partner

cc: Mr. John H. Burton, Resident Engineer
2131 S. W. Scholls Ferry Road
Portland 1, Oregon

Oregon Land Title Association
Standard Lot Book Search

Norman B. Kobin, Attorney
Portland Trust Bldg.
Portland, Oregon

Date May 1, 1959

Order No. 190552

LOT BOOK SEARCH

Dear Sir:

We hereby certify that we have searched our Tract Indices as to the following described property:

-- description attached hereto --

and as of April 24, 1959 at 5 o'clock P. M:

We find that the last deed of record runs to Porter W. Yett.

We also find the following apparent incumbrances appearing of record within ten years prior to the date of this search:

-- attached hereto --

We have also searched our General Index for judgments and state and federal tax liens against the above named grantees and find the following:

None.

We also find the following unpaid taxes and city liens:

None.

Note: Taxes for the year 1958-59: $35.83 Paid in full.

This is not a title report, since no examination has been made of the title to the above described property. Our search for apparent incumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Search and will not be responsible for errors or omissions therein.

Title Insurance Company

kcm

By Margaret M Emerson

The following described real property in the County of Washington and State of Oregon, to-wit:

Beginning at an iron pipe on the North boundary of the South half of the Northeast quarter of Section 5, Township 2 South, Range 1 West of the Willamette Meridian in Washington County, Oregon, 980.0 feet North 89° 35' East from the Northwest corner thereof; running thence South 769.8 feet to a point in the center of the Scholls Ferry Road, from which point an iron pipe bears North 32.5 feet; thence North 67° 25' East in the center of said road, 408.6 feet to a point; thence North 615.6 feet to a point on the North line of the South half of the Northeast quarter of said Section 5; thence South 89° 35' West along said North line a distance of 377.3 feet to the place of beginning.

Incumbrances:

1. Rights of the public in and to that part of the herein described premises lying within the boundaries of roads and highways.

2. Reservations and covenants described in deed from The Oregon Iron and Steel Company, an Oregon corporation, to Strong and MacNaughton Trust Company, an Oregon corporation, Deed Book 134, page 126, Records of Washington County, Oregon, as follows:

"Subject, however, to the reservation of all mineral lands other than coal and iron lands as contained in the United States patent to said land, and subject further to the reservation of a strip of land 100 feet wide to be used by the Oregon and California Railroad Company for right of way and other railroad purposes, when the railroad of said Oregon and California Railroad Company or any of its branches is or shall be located upon the premises and the right to take all water needed for the operating of said railroad, and subject further to the covenant of the grantees of said Oregon and California Railroad Company, their heirs, successors and assigns, to erect and maintain on the boundary line or boundary lines between said premises and such right of way a good, lawful and substantial fence sufficient to turn stock as contained in the deed of the Oregon and California Railroad Company to said land."

THIS INDENTURE WITNESSETH: That the State of Oregon, through its State Highway Commission, has heretofore entered into the following Contract with P. W. YETT, to-wit:

Contract Number 5112, Murray Road
Interchange, Sunset Highway,
Washington County, Oregon,

AND WHEREAS, by written Assignment dated the 30th day of April, 1958, P. W. YETT did assign his rights and obligations in said Contract to PORTER W. YETT OREG., LTD., which Assignment was approved by formal action of the State of Oregon, through its State Highway Commission, and PORTER W. YETT OREG., LTD. is prosecuting said Contract to its completion,

AND WHEREAS, PORTER W. YETT OREG., LTD. and P. W. YETT, the record owner of the real property described as follows:

> Beginning at an iron pipe on the North Boundary of the South half of the Northeast Quarter of Section 5, T2S, R1W, W.M., in Washington County, Oregon, 980.0 feet North 89° 35' East from the Northwest corner thereof; running thence South 769.8 feet to a point in the center of the Scholls Ferry Road, from which point an iron pipe bears North 32.5 feet; thence North 67° 25' East in the center of said road 408.6 feet to a point; thence North 615.6 feet to a point on the North line of the South half of the Northeast quarter of said Section 5; thence South 89° 35' West along said North line a distance of 377.3 feet to the place of beginning; subject to the rights of the public in roads and highways,

are the parties to an Agreement whereby PORTER W. YETT OREG., LTD. has purchased rock located upon said real property, which rock is being produced by the said PORTER W. YETT OREG., LTD. and stockpiled upon said property pursuant to Agreement and used in the performance of the aforementioned Contract;

AND WHEREAS, PORTER W. YETT OREG., LTD. has processed said rock for use in the aforementioned Contract and has stockpiled said crushed rock and mineral aggregates upon said real property all pursuant to the Agreement with P. W. YETT.

AND WHEREAS, in the production of said crushed rock and mineral aggregates, it has been necessary for PORTER W. YETT OREG., LTD. to deliver and hold in storage in stockpile large quantities of crushed rock and mineral aggregates and the Oregon State Highway Commission has the authority to make payment for such crushed rock and mineral aggregates which comply with the specifications of their Contract by paying to PORTER W. YETT OREG., LTD. a sum not to exceed 90 per cent of the net cost of the production thereof to the Contractor, less 10 per cent retainage and less the costs of placement of said materials and mineral aggregates;

AND WHEREAS, PORTER W. YETT OREG., LTD. has a right of ingress and egress over the aforementioned real property for the purpose of taking said crushed rock and mineral aggregates from said property and stockpiling same and after stockpiling to remove same, and that PORTER W. YETT OREG., LTD. has processed and stockpiled and will continue to process and stockpile a considerable quantity of said materials upon said properties to be used in the aforementioned Contract and has applied for estimates payments from the Oregon State Highway

Commission predicated upon such production, delivery and stockpiling:

NOW, THEREFORE, in consideration of the premises it is hereby understood and agreed by and between the parties as follows:

That the undersigned do hereby let, lease, and demise unto the Oregon State Highway Commission, all without cost, sufficient of the properties of P. W. YETT for the purpose of maintaining stockpiles of said mineral aggregates and crushed rock manufactured by PORTER W. YETT OREG., LTD. and placed in stockpile by the said PORTER W. YETT OREG., LTD, which mineral aggregates and crushed rock shall be used in the completion of the aforementioned Contract Number 5112.

The Oregon State Highway Commission shall further have the right of ingress and egress over said real property to the aforementioned stockpile areas and the right to recover and remove the materials in said stockpiles and particularly such materials as the Oregon State Highway Commission may own or control by virtue of payment of estimates made to PORTER W. YETT OREG., LTD.

This lease and license together with the aforementioned rights of ingress and egress shall continue in favor of the said Oregon State Highway Commission for such periods of time as shall be required to remove all materials necessary for the completion of said Contract.

The Oregon State Highway Commission shall not be liable or responsible in any way for the maintenance of said stockpiles, the eventual removal thereof except as it may desire, or for cleaning up or restoring the property at the conclusion thereof.

The undersigned do further agree to indemnify and hold harmless and said Oregon State Highway Commission, its members, officers, employees, and agents against any and all claims for damages which might result from the use of the leased property.

Dated this 28 day of April, 1959.

P. W. YETT

PORTER W. YETT OREG., LTD.

By Porter W. Yett Jr.

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 1958, by and between P. W. YETT, referred to as "Owner", and PORTER W. YETT OREG. LTD., referred to as "Contractor",

WITNESSETH:

WHEREAS, Owner is the record owner of the real property described as follows:

> Beginning at an iron pipe on the North boundary of the South half of the Northeast Quarter of Section 5, T2S, R1W, W.M., in Washington County, Oregon, 980.0 feet North 89° 35' East from the Northwest corner thereof; running thence South 769.8 feet to a point in the center of the Scholls Ferry Road, from which point an iron pipe bears North 32.5 feet; thence North 67° 25' East in the center of said road 408.6 feet to a point; thence North 615.6 feet to a point on the North line of the South half of the Northeast quarter of said Section 5; thence South 89° 35' West along said North line a distance of 377.3 feet to the place of beginning;

And WHEREAS, Contractor is engaged in the heavy construction industry and principally confines its operations to road construction; and

WHEREAS, there are rock deposits located on the above described real property which Contractor is desirous of taking, stockpiling, and removing therefrom and is willing to enter into a purchase agreement with Owner relative thereto;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties hereto, it is hereby understood and agreed as follows:

Owner does hereby sell unto Contractor all rock and gravel deposits located upon the aforementioned real property and does hereby give, grant, and extend unto Contractor the exclusive right to fully occupy said real property and to quarry and mine rock materials thereon located.

Contractor shall have the right to manufacture and stockpile materials upon said real property for the duration of this Agreement.

Contractor shall pay Owner a sum equal to 1¢ per cubic yard, truck measure, of materials as same are removed from said real property.

This Agreement shall remain in force and effect for a period of twenty-five (25) years from the date hereof.

Nothing in this Agreement shall prohibit the Contractor from assigning this contract to any other person, firm, or corporation.

IN WITNESS WHEREOF, the parties have set their hands the day and year first hereinabove written.

"Owner"

PORTER W. YETT OREG., LTD.

By Porter W. Yett Jr.

"Contractor"

RECEIVED
OCT 30 1958
FOR "FILING"

F-186(16)

5112

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1958

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

In line with your request of September 18, 1958, I met with Mr. John Cote, Superintendent of the Wolf Creek Highway Water District on Sept. 25th. This was relative to a request for permission for the Water District to install a water tank in the northwest loop of the Cedar Hills Interchange. Mr. Cote informed me that he wished to build a concrete water tank 165' in diameter by 30' high.

After looking this site over on the ground I suggested to Mr. Cote that they look for some alternate site in that vicinity. He informed me that there were none available. I then informed Mr. Cote that if he wished to submit a map showing exactly what they wished to do, that the request would be investigated. I informed him that under no conditions would we permit a tank of that size to be built with a top elevation where it would restrict sight distance in the interchange area, nor would we permit a yard area for the storage of materials around the tank, but we would require landscaping around the site at least equal to that existing. Mr. Cote informed me that he would draw up such a plan and submit it.

I have held this report for some time thinking that I would submit it along with his plan of installation, but since time is passing I have decided that Mr. Cote found that the cost of installing a tank to the required elevation, possibly was more than the cost of purchasing some other site. He may still submit some plan for this but has not done so up to the present.

Tom Edwards
Construction Engineer

By D J Barbee

D. J. Barbee
Assistant Construction Engineer

DJB:ep

NOTED

RECEIVED
OCT 28 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 23 1958
FOR FILING

F-133(14)

5112

Salem, Oregon
September 18, 1958

Mr. Tom Edwards
Construction Engineer
Department

I am attaching a copy of a letter and a map which were sent to Mr. Williams and which refer to a request of the Wolf Creek Highway Water District for the placing of a tank in one of the legs of the interchange near the intersection of Barnes Road with the Sunset Freeway.

While it is doubtful that the placing of a tank or reservoir would be desirable, will you please have someone contact the Superintendent, George Cote, of 12845 N. W. Cornell Road, telephone MI 4-4697, make an inspection of the site, find out what they have in mind, and give us a recommendation.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

FRANK HOLMES, JR.
VICE PRESIDENT

September 12, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Dutch:

Treasurer & Comm.

The bearer of this letter, Mr. Edward F. Sinclair, is an old friend and valued customer of this bank. He is now a Commissioner and Treasurer of the Wolf Creek Highway Water District, one of the largest outlying water districts.

He has a matter of extreme importance to the district which he would like to discuss with you. If you can help him or direct him to the proper person to whom he should talk, we will all be extremely grateful for your service to Mr. Sinclair.

Best personal regards to you.

Sincerely,

Duck

Frank Holmes, Jr.
Vice President

FHjr:em

Geo Cote - Supt.
12845 N.W Cornell Rd
Portland
Pho Mi - 4-4697

K

RECEIVED
JUL 30 1958
FOR FILING

5112

July 30, 1958

881

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Mr. Triplett:

I am writing in reply to your letter of July 16 concerning your request for an off ramp in the southwest quadrant of the Murray Road Interchange on the Sunset Highway.

We originally designed a diamond-type interchange for this location such as you now propose but changed to the modified design now being constructed after you appeared before the Highway Commission and protested the taking of any of the Columbia Food Company property. A copy of the revised plan was sent to you September 16, 1957.

The design of high-speed off ramps call for certain minimum standards, and an off ramp of approved design in the southwest quadrant at Murray Road would have to be of the same design as the one that brought about your protest.

The off ramp in the southeast quadrant, presently under contract, should be adequate and will provide suitable access to the shopping center for eastbound traffic.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

GKA:dmh fn

ROUGH DRAFT

July 29, 1958

✓ G

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Ave.
Portland 14, Oregon

Dear Mr. Triplett:

I am writing in reply to your letter of July 16, 1958 concerning your request for an off ramp in the southwest quadrant of the Murray Road Interchange on the Sunset Highway.

A diamond type off ramp in the southwest quadrant was removed from the original layout and an alternate ramp designed in the southeast quadrant at your request. With the use of the alternate the proposed shopping center location was avoided entirely as requested by you. The access as proposed by you at this time was investigated and could not be constructed in keeping with the standards re quired by the U. S. Bureau of Public Roads.

The type of entry that exists at other shopping centers was permitted before the development of controlled access on certain primary highwasy. Other centers are located on highways and streets that have virtually no type of access control.

The off ramp in the southeast quadrant, presently under contract, should be adequate and will provide suitable access to the shopping center for eastbound traffic.

~~If you wish to discuss this matter with me further, please feel free to do~~ so.

Very truly yours,

GKA:dmh

cc: Tom Edwards

PLEASE RETURN TO
FORREST COOPER

COLUMBIA FOOD COMPANY

General Office Warehouse
1845 S E. Third Avenue
PORTLAND 14, OREGON

July 16, 1958

REFERRED TO
Cooper
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
State of Oregon Highway Department
Salem, Oregon

Dear Mr. Williams:

It has come to my attention that the building of the overpass at Murray Road and Sunset Highway contemplates the closing of Murray Road. We are, as you know, owners of the southwest corner, a four acre site of a shopping center. We are planning the expansion of this center in the near future. This will provide a large chain supermarket and other national chain stores as well as parking for some 300 cars. In addition we have a substantial investment in a service station (Signal Oil) on the site at present.

We feel (and our tenants also have told us) that to block this road would make it more difficult for people traveling east on Sunset to use the center. We, therefore, ask you to consider leaving this road open as a one way street from the highway to the service station. This would give us the same type of entry that the Cedar Hills Center has as have Fred Meyers and Safeway on certain locations.

We would welcome an opportunity to sit down with you to discuss our problem.

Sincerely,

COLUMBIA FOOD COMPANY

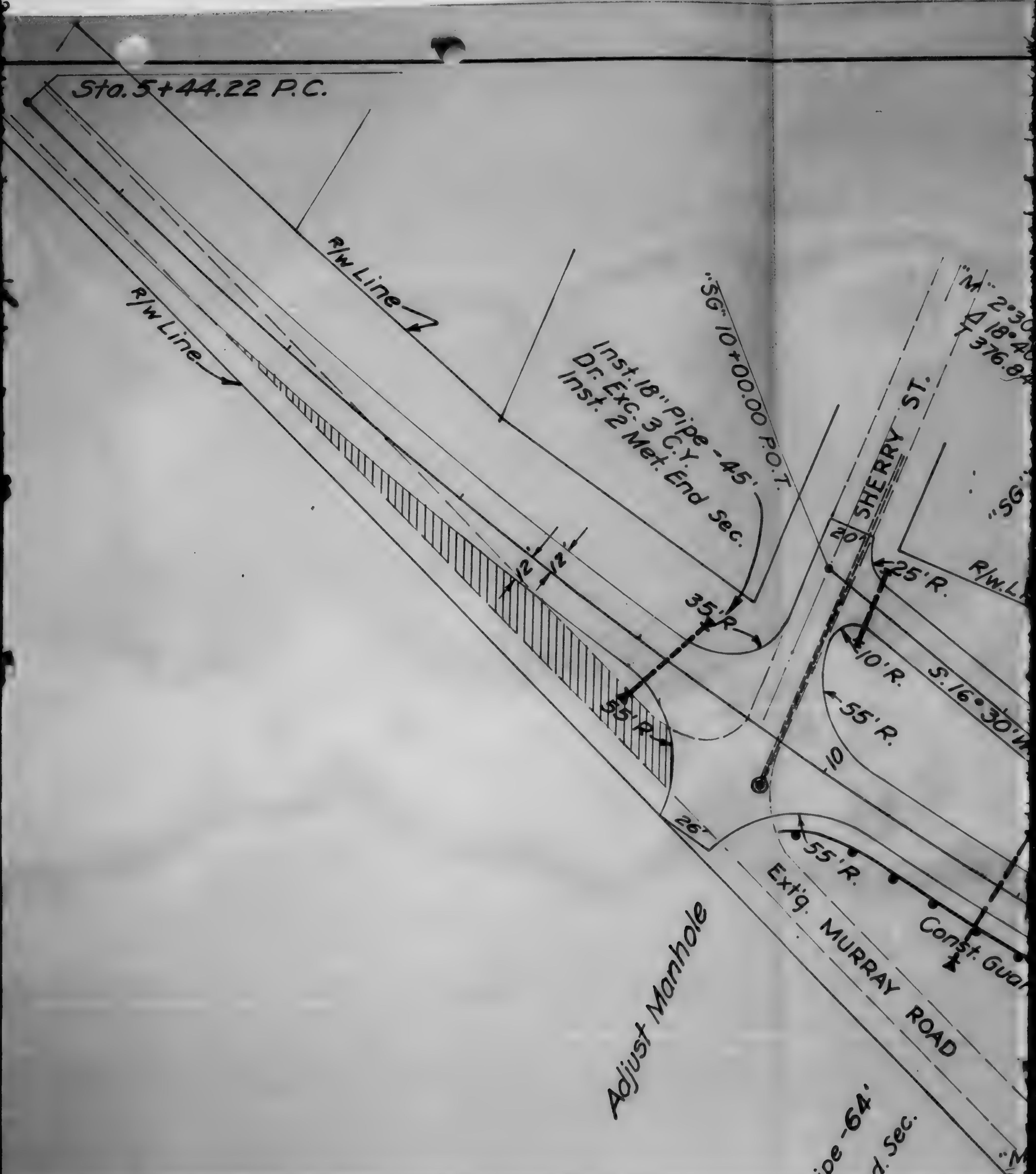
W T Triplett

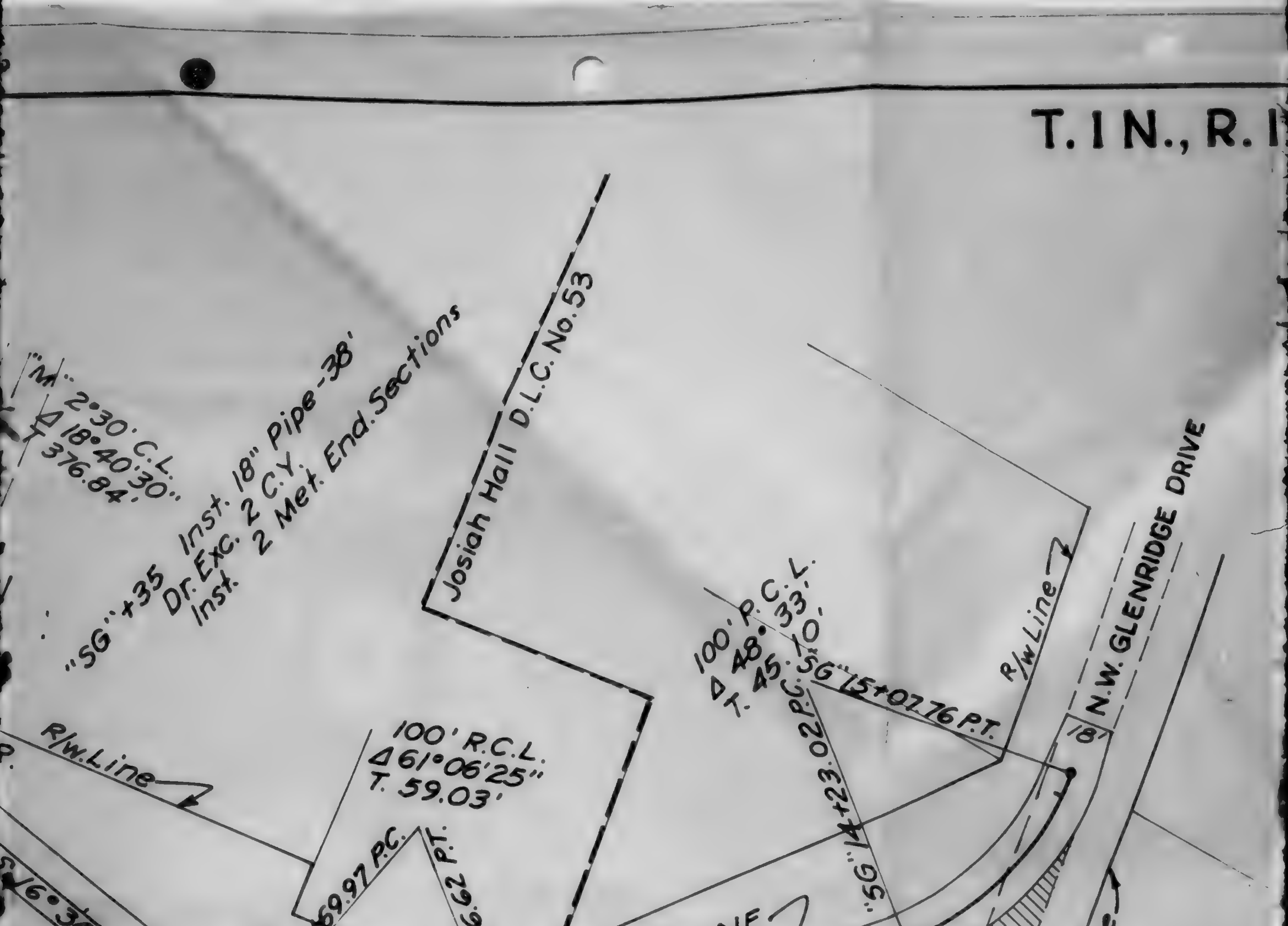
W. T. Triplett
President

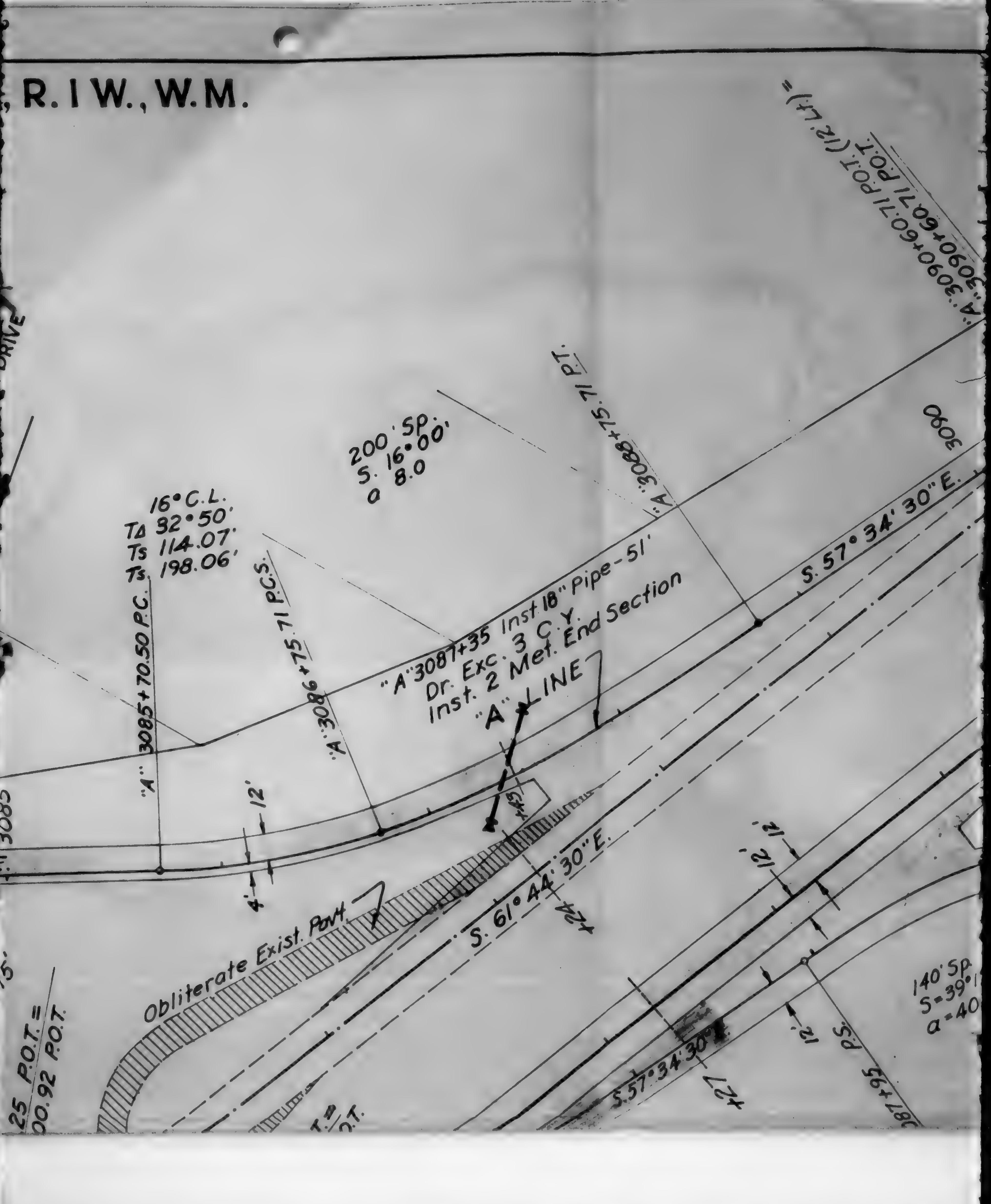
Carbon:
Milo McIver

WTT/ac

RECEIVED
JUL 21 1958
OREGON
STATE HIGHWAY COMMISSION

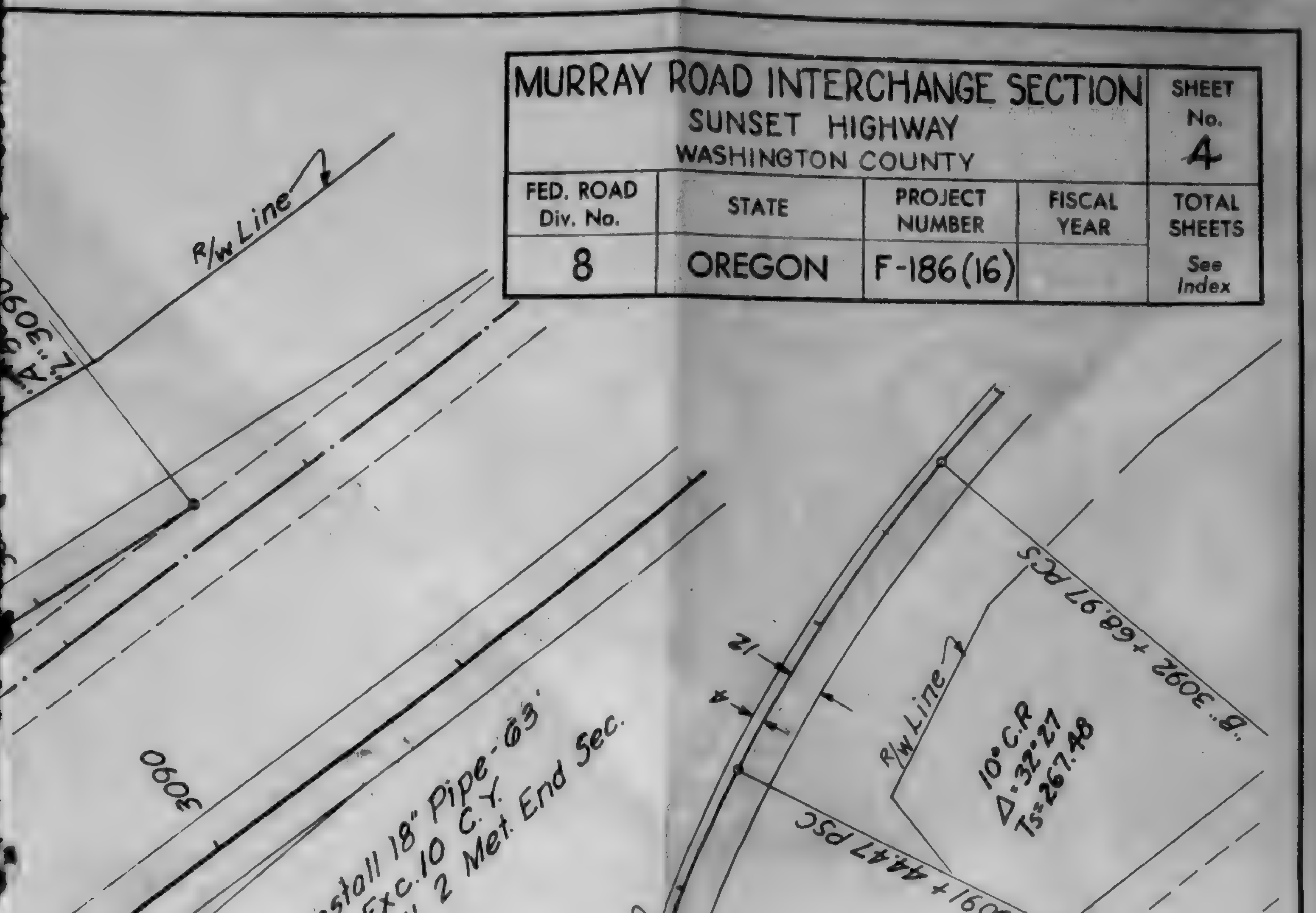

Sta. 5+44.22 P.C.
R/W Line
R/W Line
"SG" 10+00.00 P.O.T.
Inst. 18" Pipe - 45'
Dr. Exc. 3 C.Y.
Inst. 2 Met. End Sec.
"M" 2°30
Δ 18°40
T 376.8
SHERRY ST.
"SG
20'
25'R.
R/W L
12
12
35'R.
10'R.
S.16°30'W
55'R.
55'R.
10
26'
55'R.
Ext'g. MURRAY ROAD
Const. Guar
Adjust Manhole
Pipe -64'
d. Sec.
"M

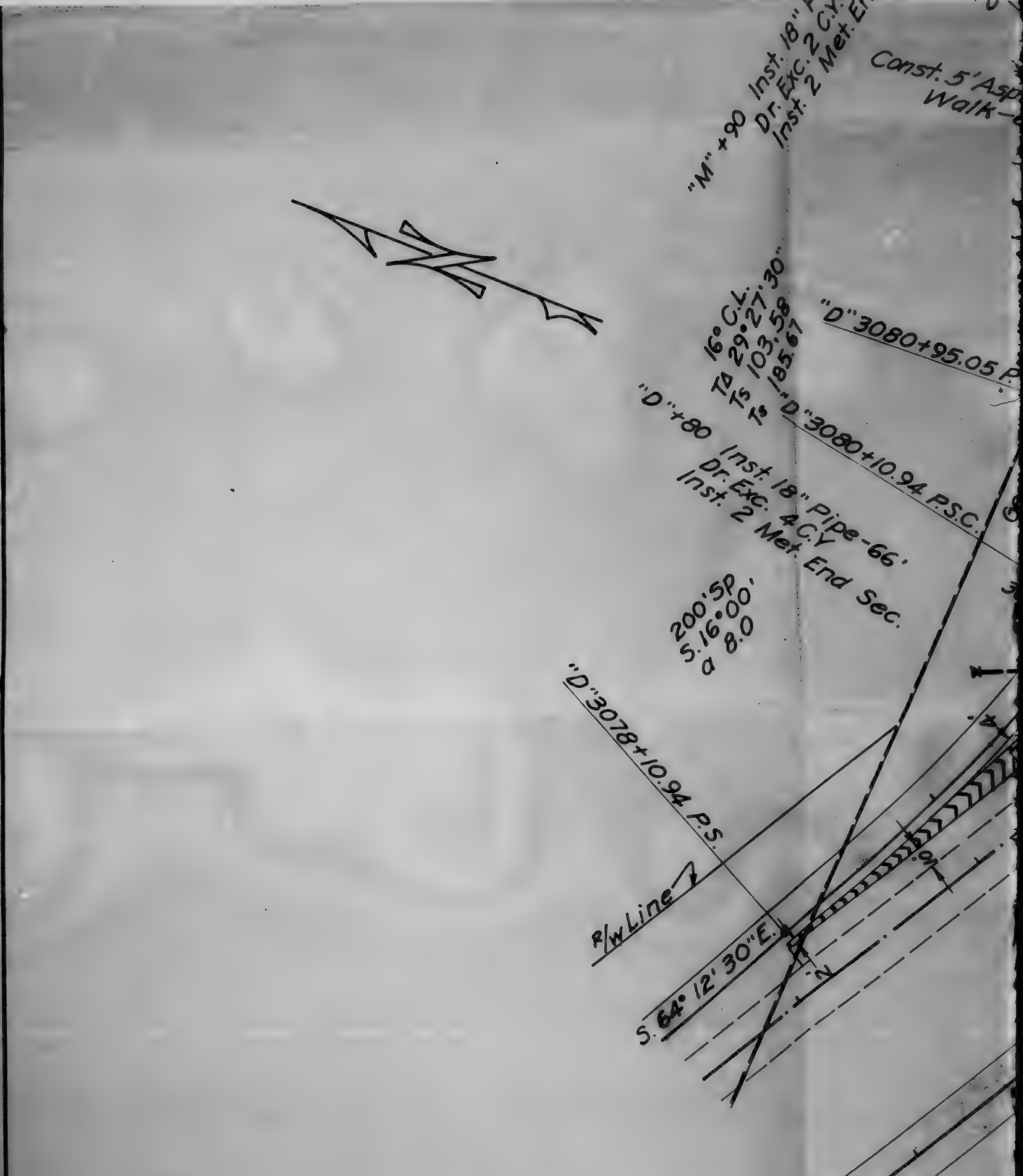
T. 1 N., R. 1
"M" 2°30' C.L.
Δ 18°40'30"
T. 376.84'
"SG" +35 Inst. 18" Pipe-38'
Dr. Exc. 2 C.Y.
Inst. 2 Met. End Sections
Josiah Hall D.L.C. No. 53
100' R.C.L.
Δ 48°33'
T. 45.10'
"SG" 15+07.76 P.T.
"SG" 14+23.02 P.C.
R/w. Line
N.W. GLENRIDGE DRIVE
18'
R/w. Line
100' R.C.L.
Δ 61°06'25"
T. 59.03'
"SG" 11+69.97 P.C.
"SG" 12+76.62 P.T.
S. 16°30' W.
"SG" LINE
S. 44°36'25" E.
R/w Line
R/w Line
10'
10'
3085
Const. Guard Rail-150'
Const. Guard Rail-300'
55' R.
S. 24°44'30" E.
"A" 3083+56.41 P.T.
"A" 59' R.C.R.
Δ 60°55'30"
T. 34.70'
"A" 3082+93.67 P.C.
35' R.
S. 85°40' E.
"A" 3082+34.67 P.O.T. =
"M" 12+97.33 P.O.T.
"M" 12+91.22 P.T. =
3083+50.41 P.O.T.
Const. Guard Rail-175'
End
45.20
25 P.O.T. =
00.92 P.O.T.
Const
OAD

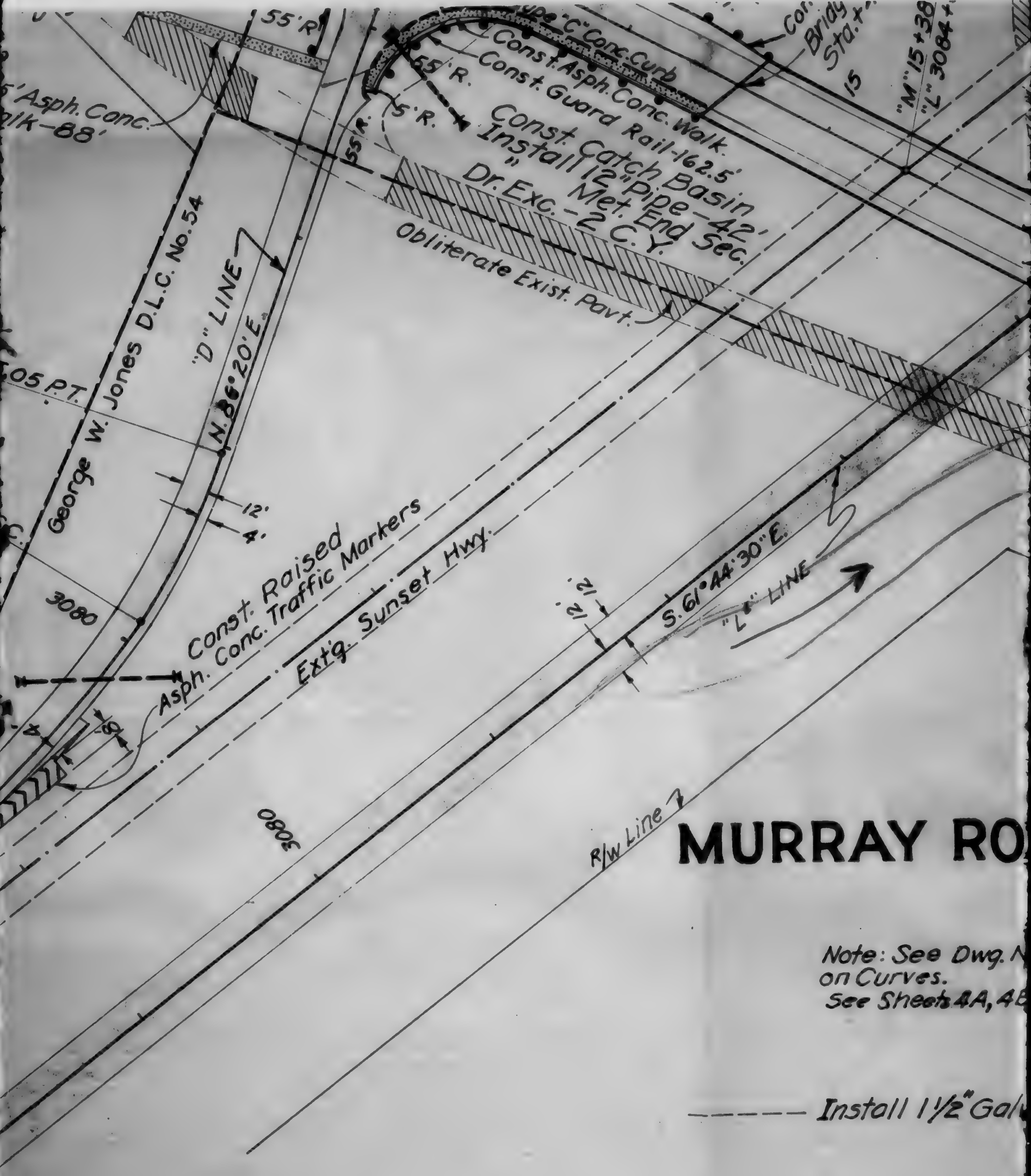

R. I W., W.M.
DRIVE
"A" 3090+60.71 P.O.T. (12' Lt.)" =
"A" 3090+60.71 P.O.T.
3090
"A" 3088+75.71 P.T.
200' Sp.
S. 16°00'
a 8.0
16° C.L.
TΔ 32°50'
Ts 114.07'
Ts 198.06'
"A" 3085+70.50 P.C.
"A" 3086+75.71 P.C.S.
S. 57° 34' 30" E.
"A" 3087+35 Inst. 18" Pipe-51'
Dr. Exc. 3 C.Y.
Inst. 2 Met. End Section
"A" LINE
3085
12'
4'
+43
Obliterate Exist. Pav't.
S. 61° 44' 30" E.
+24
12'
12'
12'
140' Sp.
S=39°1
a=40
P.S.
S.57°34'30"
+27
087+95
25 P.O.T. =
00.92 P.O.T.
75'
T.=
O.T.

MURRAY ROAD INTERCHANGE SECTION
SUNSET HIGHWAY
WASHINGTON COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No. 4 TOTAL SHEETS
8	OREGON	F-186(16)		See Index


R/W Line
"A" 3090
3090
Install 18" Pipe-63'
'C'+40 Dr. Exc. 10 C.Y.
Install 2 Met. End Sec.
12
4
R/W Line
10° C.R
Δ=32°27'
Ts=267.48
"B" 3092+68.97 PCS
"B" 3091+44.47 PSC
"B" Line
3090
200' Sp.
S=10°00'
a=5.0
"B" 3089+44.47 PS
20'30" E.
"C" Line
3090
+00
"C" 3089+35 P.SC.
56° C.R
Δ=15°54'30"
Lmc 131.26
"C" 3090+66.26 PCS
Sp.
12'
40.0

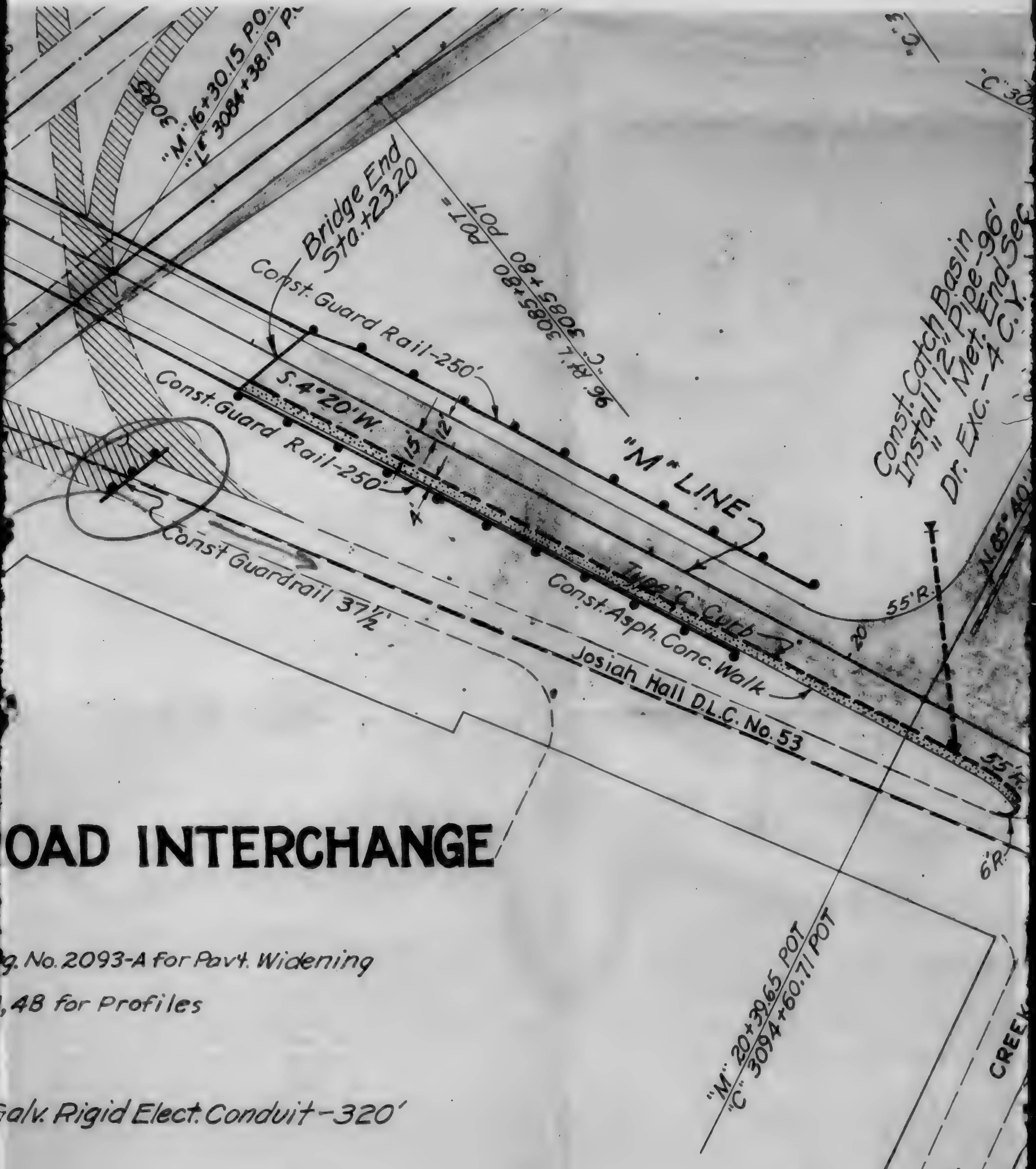

"M" +90 Inst. 18" P
Dr. Exc. 2 C.Y.
Inst. 2 Met. En
Const. 5' Asp
Walk
16° C.L.
TΔ 29°27'30"
Ts 103.58
Ts 185.67
"D" 3080+95.05 P.
"D" 3080+10.94 P.S.C.
"D" +80 Inst. 18" Pipe-66'
Dr. Exc. 4 C.Y.
Inst. 2 Met. End Sec.
200' Sp
S. 16°00'
a 8.0
"D" 3078+10.94 P.S.
R/W Line
S. 64° 12' 30" E.


55'R
Type "C" Conc. Curb
Const. Asph. Conc. Walk.
Const. Guard Rail-162.5'
55'R.
5'R.
55'R.
Const. Catch Basin
Install 12" Pipe-42'
" Met. End Sec.
Dr. Exc.-2 C.Y.
Obliterate Exist. Pavt.
5'Asph. Conc.
alk-88'
Con
Bridg
Sta.+
15
"M" 15+38
"L" 3084+
George W. Jones D.L.C. No. 54
"D" LINE
N. 86°20' E.
.05 P.T.
12'
4'
3080
Const. Raised
Asph. Conc. Traffic Markers
Ext'g. Sunset Hwy.
S. 61°44'30" E.
12'
12'
"L" LINE
4'
8'
3080
R/W Line

MURRAY RO

Note: See Dwg. N
on Curves.
See Sheets 4A, 4B

Install 1½" Galv

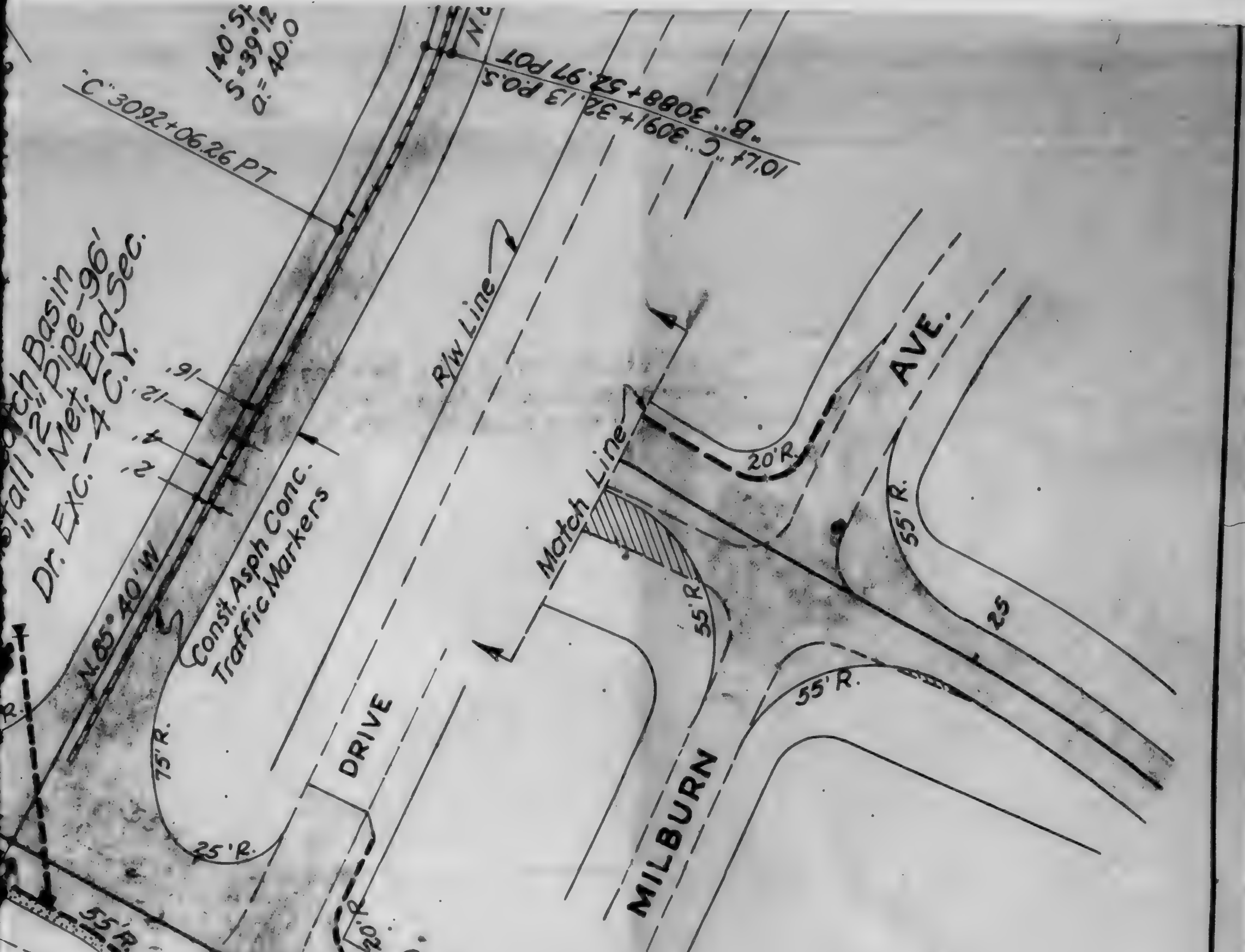

3085
"M" 16+30.15 P.O.
"L" 3084+38.19 P.O.
Bridge End
Sta.+23.20
"C" R.L. 3085+80
96. 3085+80
POT =
Const. Guard Rail-250'
S.4°20'W.
15'
12'
4'
Const. Guard Rail-250'
"M" LINE
Const Guardrail 37½'
Type "C" Curb
Const. Asph. Conc. Walk
Josiah Hall D.L.C. No. 53
20
55'R.
55'R.
6'R.
N.85°40'
Const. Catch Basin
Install 12" Pipe-96'
" Met. End Sec.
Dr. Exc. - 4 C.Y.
"C" 3
"C" 30
"M" 20+39.65 POT
"C" 3094+60.71 POT
MILL
CREEK

OAD INTERCHANGE

g. No. 2093-A for Pav't. Widening

,48 for Profiles

Galv. Rigid Elect. Conduit-320'


140°5'
S=39°12
a=40.0
"C" 3092+06.26 PT
"B" 3088+52.97 POT
10.74 "C" 3091+32.13 P.O.S.
stall 12" Catch Basin
" 12" Pipe-96'
" Met. End Sec.
Dr. Exc. -4 C.Y.
.16'
.12'
.4'
.2'
N.85°40'W
Const. Asph Conc. Traffic Markers
R/W Line
Match Line
AVE.
20'R.
55'R.
25
55'R.
55'R.
MILBURN
DRIVE
75'R.
25'R.
55'R.
6'R.
20'R.
Const Type C Conc. Curb
R/W Line
55'R.
CREEK
MILL
R/W Line
Match Line

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JUL [illegible] 1958
FOR FILING

July 14, 1958

Oregon State Highway Commission

Gentlemen:

Construction has started recently at the Murray Road Interchange on the Sunset Highway. On July 8, 1958, at 1:30 p.m., approval was given for the installation of 35-mile-per-hour construction speed zone signs.

Your confirmation is requested for the establishment of a 35-mile-per-hour construction speed zone between M.P. 64.75 and M.P. 67.75 on the Sunset Highway.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. P. M. Stephenson
Mr. F. B. Crandall

VPJ:kg hi

RECEIVED
JUL 8 - 1958
FOR FILING

F-176 ([illegible])

5112

July 7, 1958

Mr. Norman B. Kobin,
Attorney at Law
Portland Trust Building
Portland 4, Oregon

Dear Mr. Kobin:

In reply to your letter of July 3, 1958, which I have just received, I am pleased to report that the State Highway Commission at its meeting on June 19, 1958, approved the assignment given by Porter W. Yett, individual, to Porter W. Yett, Oregon Limited, of all his interests in State Highway Contract No. 5112 covering construction of the Murray Road Interchange of the Sunset Highway in Washington County.

Please accept my sincere apologies for not advising you sooner.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:js

cc: C. H. Maison
Floyd Query

(4k) 6/19/58

NORMAN B. KOBIN
ATTORNEY AT LAW
PORTLAND TRUST BUILDING
PORTLAND 4, OREGON

ROBERT LOHMAN, ASSOCIATE

CAPITOL 3-1108

July 3, 1958

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary
Re: Porter W. Yett

Gentlemen:

In previous correspondence, you informed me that the Commission would consider the assignment of Contract Number 5112 from Porter W. Yett to Porter W. Yett, Oreg., Ltd. at its July 19, 1958 meeting. Would you please inform me whether or not the proposed assignment was considered and, if so, what action was taken.

Very truly yours,

Norman B. Kobin

NORMAN B. KOBIN

NBK:lo

RECEIVED
JUL 7 [illegible]

ANSWERED
H. B. GLAISYER

[illegible]

g 6/19/58

AGENDA
JUN 19 1958
4 [illegible]
4b

May 22, 1958

Mr. Norman B. Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

Dear Mr. Kobin:

With further reference to the proposed assignment by Mr. Porter W. Yett to Porter W. Yett, Oreg. Ltd. of all of his interest in State Highway Contract No. 5112, I wish to advise that the form of assignment has been approved by the Highway Commission's Chief Counsel except that we would like to have the assignment executed by Mr. Yett on our standard form. I enclose five copies of the same, two of which should be returned to me when they have been signed by Mr. Yett before witnesses. I have inserted April 30, 1958 as the date of the assignment which is the date shown on the form that you submitted.

As stated in my letter of May 19, 1958, the matter will be included on the agenda for consideration by the Commission at its next regular meeting on June 19, 1958.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.

5112 per [illegible] to execute on standard form
per letter of [illegible]

S & C

Form A-[illegible] M-8-54

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100 ($10.00) Dollars, to ~~me~~ paid, I hereby sell, assign and transfer the ~~within claim for~~ all of my ~~interest~~ right, title and interest in State Highway Contract No. 5112 ~~[illegible]~~, including all monies that is now due or which may hereafter become due after performance of work under said contract No. 5112, described as the Murray Road Relocation section of the [illegible] Highway, Washington County, Oregon,

to Porter W. Yett, Oreg. Std. and authorize and empower said Porter W. Yett, Oreg. Std. to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 30th day of April, 1958.

Executed in the presence of us as witnesses:

State Printing 78306

agenda 6/19/58

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1958

SUBJECT: Assignment - Contract No. 5112
Porter W. Yett to Porter W. Yett,
Oregon Ltd.

To: H. B. Glaisyer
Secretary

OFFICE

I have reviewed the proposed assignment by Porter Yett, Contract No. 5112, which was awarded to him on February 28, 1958, to Porter W. Yett, Oregon Ltd.

I find this assignment to be legally in order and the Commission could approve the same, if it so desires.

L Lindas

L. I. LINDAS
Chief Counsel

LIL:br

NOTED
H. B. GLAISYER

S&C

agenda
6/19/58

May 19, 1958

Mr. Norman B. Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

Dear Mr. Kobin:

Received in today's mail was your letter of May 5, 1958 advising that Mr. Porter W. Yett desires to assign to Porter W. Yett, Oreg. Ltd. all of his interest in State Highway Contract No. 5112, for construction of the Murray Road Interchange Project on the Sunset Highway, Washington County. I also acknowledge the original and duplicate copy of the form of assignment covering the matter.

Due to the fact that this involves the assignment of an entire contract, it will have to be brought to the attention of the members of the State Highway Commission for approval, so I will include it as an item on the agenda for consideration by the Commission at its next regular meeting on June 19, 1958. In the meantime I am referring the matter to the Commission's Chief Counsel to pass on legal features. In the event that the Chief Counsel desires changes or additions, I will write you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: L. I. Lindas

Lindas phoned 5/20 that assignment is OK.
HBG

5+C

NORMAN B. KOBIN
ATTORNEY AT LAW
PORTLAND TRUST BUILDING
PORTLAND 4, OREGON

ROBERT LOHMAN, ASSOCIATE

CAPITOL 3-1108

May 5, 1958

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glayser, Secretary
Re: Contract No. 5112

Gentlemen:

Herewith find Assignment of above noted contract by Porter W. Yett to Porter W. Yett, Oreg. Ltd. for your consideration and approval. The Assignment has been approved by the Surety.

Porter W. Yett, Oreg. Ltd. is a limited partnership duly organized under the provisions of O.R.S. 69.010, et seq. and Articles were filed on December 27, 1957 with the Corporation Department of the State of Oregon. Porter W. Yett, Jr. is general partner and Porter Winn Yett and Ben Yett are limited partners. Porter Winn Yett has been qualified with your Department as a contractor for many years and is the signatory to the original contract.

At the time the original contract was let, the limited partnership had not as yet qualified with you. It is now qualified.

It is respectfully requested that this Assignment be approved by you.

Very truly yours,

NORMAN B. KOBIN

NBK:lo

Enc.

RECEIVED
MAY 19 1958
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
[illegible] 1958
FOR FILING
F-186 (16)

File

PHONE
BEAVERTON 2196

Wolf Creek Highway Water District

12817 N. W. Cornell Road
Portland 1, Oregon

№ 460

DATE June 20 1958

5112 M State of Oregon - State Highway Dept.

ADDRESS Salem, Oregon

QUANTITY	DESCRIPTION	PRICE	AMOUNT	
	Cost of Lowering 8" C.I.P. main			
	Sunset & Murray Roads.			
	Materials		174	53
	Sand - Gravel & lumber		115	53
	Trenching & backfill		52	80
	Labor		666	99
	Overhead & Ins.		79	35
			1091	20
	1/2 ✓		545	60
	Less Materials salvaged		148	48
	Total —		397	12 ✓

Orig referred
to Tom Edwards
to handle

RECEIVED
JUN 27 1958
FOR FILING
F-1C(1)

512

June 26, 1958

Porter W. Yett
6500 N.E. Ainsworth Street
Portland 13, Oregon

Dear Mr. Yett:

I have discussed your letter of June 25, 1958 with the Highway Commission's Chief Counsel concerning an assignment given by your subcontractor, Erland and Blickle, co-partners, to Erland and Blickle Company, an Oregon Corporation, and he concurs with my thinking that the State Highway Department is not particularly concerned with this assignment inasmuch as the State Highway Commission holds you as prime contractor responsible for the satisfactory performance of the contract and the payment of the claims that may arise therefrom. The assignment as prepared appears to us to be simply a concern between you and Erland and Blickle, and such being the case we would have no objections.

Should thore remain any question in your mind, please let me know and we will go into the matter further if necessary.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

~~STONE~~ PLANT—ROCKY POINT, OREGO ENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE AT 2-3251 PORTLAND 13, OREGON

June 25, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Oregon State Highway Building
Salem, Oregon

Dear Mr. Glaisyer:

We submit herewith for your approval, copy of Assignment which we received from Erland & Blickle Co., our Subcontractor on the Murray Road Interchange Section, Sunset Highway, Washington County, Oregon, Oregon State Highway Contract No. 5112.

As far as we are concerned, the Assignment is acceptable to us. We have not however, advised Erland & Blickle Co. of acceptance and will not do so until we receive the approval of the Oregon State Highway Commission.

Should you need additional copies of the Assignment, please advise and we will forward them to you.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/c

Enc. (2 sheets)

RECEIVED
JUN 26 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

DESIGNERS OF CONCRETE STONE AND GRAVEL PLANTS

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, by agreement dated March 7, 1956, between Porter W. Yett, as first party, and M. A. Erland and Joe Blickle, copartners doing business as Erland & Blickle, as second party, said Erland & Blickle assumed and agreed to perform a portion of the work required by Porter W. Yett under his contract with the State of Oregon through its Highway Commission for the construction of work described as

> Structure, Grading and Paving, Murray
> Road Interchange Section, Sunset Highway,
> Washington County, Oregon, designated as
> State Highway Contract No. 511[illegible]

and

WHEREAS, M. A. Erland and Joseph Blickle caused an Oregon corporation to be organized on May 1, 1956, under the name Erland & Blickle Co., in which M. A. Erland and Joseph Blickle hold a majority of the issued and outstanding capital stock, and

WHEREAS, M. A. Erland and Joseph Blickle, copartners doing business as Erland & Blickle, have agreed with Erland & Blickle Co., an Oregon corporation, to assign to said corporation all the construction contracts of said copartnership, which contracts said corporation has agreed to perform in accordance with all the terms and conditions thereof,

NOW, THEREFORE, M. A. ERLAND and JOSEPH BLICKLE do hereby assign, transfer and set over unto Erland & Blickle Co., an Oregon corporation, all their right and interest in and under the above-described subcontract dated March 7, 1956, with Porter W. Yett, including the right to receive all sums due for work performed hereafter, and said Erland & Blickle Co., an Oregon corporation, does hereby assume and agree to perform said construction agreement at the price and in the manner and pursuant to all the terms and conditions set forth in said agreement between said copartnership and Porter W. Yett dated March 7, 1958.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, as of the 5th day of May, 1958.

ERLAND & BLICKLE

By Erland
Copartner

ERLAND & BLICKLE CO.

By Joe Blickle
President

Porter W. Yett consents to the foregoing assignment and accepts the undertaking of Erland & Blickle Co., an Oregon corporation, in lieu of Erland & Blickle, a copartnership, under the subcontract above described dated March 7, 1958.

Porter W. Yett
Porter W. Yett

RECEIVED
MAY 28 1958
FOR FILING

F-136 (11)

5112

May 27, 1958

Mr. Norman B. Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

Dear Mr. Kobin:

In your letter of May 26, 1958 concerning the proposed assignment by Porter W. Yett of his interest in State Highway Contract No. 5112 to Porter W. Yett, Oreg. Ltd., you ask reconsideration of the requirement that Mr. Yett execute our standard form of assignment.

We have given the matter further consideration and I am pleased to inform you that it has been decided that your typewritten form of assignment is satisfactory. Accordingly it will not be necessary for Mr. Yett to execute our standard form.

I have included this matter as one of the items on the agenda for consideration by the Highway Commission on June 19th. I will write you immediately thereafter as to the action the Commission takes in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)

Mr. Maison:
Attached hereto is an executed copy of the assignment referred to above together with 10 photo copies of the original pursuant to your request. If you need more copies let me know and I will be glad to furnish them.

HBG

NORMAN B. KOBIN
ATTORNEY AT LAW
PORTLAND TRUST BUILDING
PORTLAND 4, OREGON

ROBERT LOHMAN, ASSOCIATE

CAPITOL 3-1108

May 26, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Porter W. Yett

Dear Sir:

Thank you for your letter of May 22, 1958, together with enclosed forms of Assignment. You request that you would prefer that Mr. Yett execute the standard form of Assignment enclosed.

Might I suggest this: The standard form of Assignment, in my opinion, contemplates an Assignment of a claim or account receivable. This opinion is arrived at from the language of the instrument itself.

It is Mr. Yett's intent to assign the entire contract, rather than only the moneys coming therefrom. The Assignment which I prepared manifests this intent. From the standpoint of the taxing authorities, I believe it will be necessary that whatever instrument is prepared, the true intent must be reflected.

You will note that in the form which I prepared and forwarded, I included the language used in your from Assignment relative to the application of O.R.S. 366-420, etc. I believe, therefore, that the protection sought by the Department in your standard form has been incorporated in the Assignment form which I forwarded.

I would, therefore, solicit your consideration of the matters called to your attention in this letter and request further consideration of the use of the form Assignment which I forwarded to you.

I am sending a copy of this letter to you so you may make it available to your legal department. You will recall that I discussed a similar Assignment with you and Mr. Rohde involving Charles O'Neil, which, incidentally, never materialized.

Sincerely yours,

Norman Kobin

NORMAN B. KOBIN

NBK:lo
Enc.

RECEIVED
MAY 27 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
MAY 7 1958
FOR FILING

F-186 (16)

5112

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 4, 1958, on Contract No. 5112, Murray Road Interchange Section, in Washington County, in connection with Federal Aid Project No. F-186(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
MAY 7 1958
FOR FILING
F-186 [illegible]
5112

May 6, 1958

Wolf Creek Highway Water District
12845 N. W. Cornell Road
Portland 1, Oregon

Attention Mr. George E. Cote, Superintendent

Gentlemen:

Re: Water Main Revisions
Murray Road Interchange
Sunset Highway
Washington County

Your letter of April 9 regarding the cost of the necessary readjustment of your eight-inch pipeline at the Murray Road Interchange has been referred to this office for answer.

We are, of course, limited by law as to disbursements that may be made for work of this nature; however, it appears that there was some hardship imposed by our backfilling requirements in this instance and that the work was made more difficult due to the weather and other conditions under which the construction work had to be undertaken. For these reasons it is proposed that the Wolf Creek Highway Water District and the State Highway Commission share jointly the cost of doing the work. If this meets with your approval, please send us detailed cost bills so that they may be processed.

You are further requested to make application to B. P. Huntley, District Maintenance Superintendent at Sylvan, for a pipeline permit for this crossing, so that a record will be made of the location of this pipe.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

LHY:jc FC:me
cc Mr. Tom Edwards
Mr. A. G. Skelton
Mr. John H. Burton
Mr. B. P. Huntley

FORM E-30X—37,500—6-56—96655

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 21st, 1958

SUBJECT: Adjustment of Water Main
Murray Road Interchange
Prefix 34-1006, Cont. 5112

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Herewith enclosed is a letter from Mr. John Burton, resident engineer, forwarding a request from the Wolf Creek Highway Water District for reimbursement for expenses in lowering an 8 inch line crossing the Sunset Highway at Murray Road. Also enclosed is a sketch showing the location of the water main in question, and the lowering performed.

On determining the location of this water main, Mr. Burton requested that it be lowered to clear construction work in the area. As noted in the enclosed letter from Mr. Cote, superintendent for the water district, it was apparently felt at that time that the work involved would be nominal. However, the actual cost of work performed has prompted the water district to ask for a partial reimbursement.

We find no record in this office of a permit covering this pipe line crossing of the Sunset Highway.

On January 21, 1958 Mr. DeSouza advised the water district that there were necessary adjustments to their facilities due to the above mentioned construction project, involving moving a 4 inch valve along the north side of Glenwood Drive, and the relocation of a hydrant at the intersection of Murray Road and Mill Creek Drive, and since the facilities were located on public highway right of way, it would be the water district's obligation to make the necessary adjustments without cost to the State.

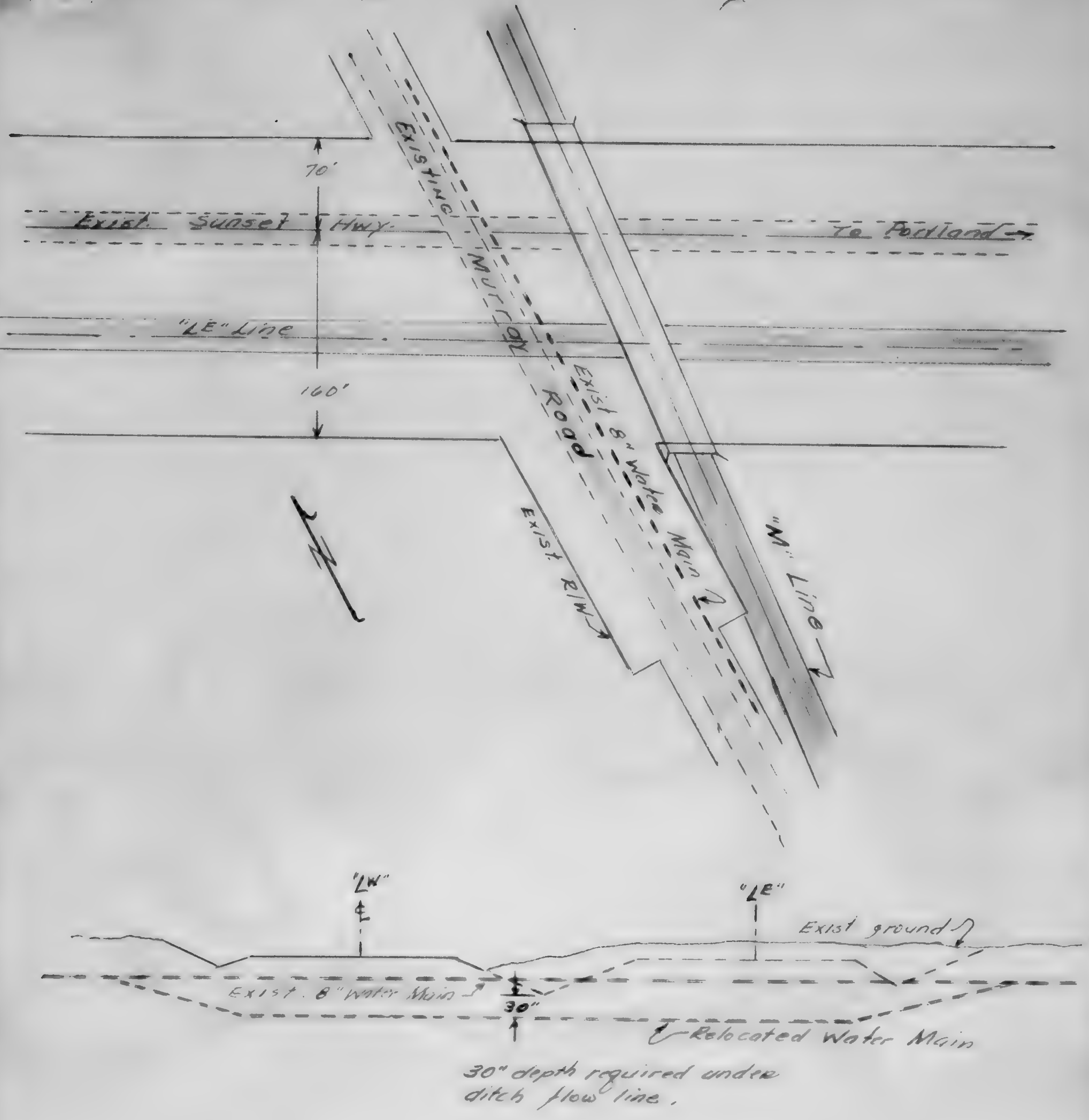
The enclosed request from the water district is submitted for clarification as to elegibility for reimbursement.

Original Signed by A. E. Johnson

A. E. JOHNSON
Assistant Division Engineer

AEJ:w
Encl.
cc: John Burton

RECEIVED


70'
Exist. Sunset Hwy.
To Portland
"LE" Line
160'
EXISTING Murray Road
Exist 8" Water Main ℄
Exist. R/W
"M" Line
"LW" ℄
"LE" ℄
Exist ground
Exist. 8" Water Main
30"
Relocated Water Main
30" depth required under ditch flow line.

Sketch Re-located Water Main
Wolf Creek Highway Water District
Murray Road Interchange
Sunset Hwy. Wash. County
John Burton, Res. Engr.

FORM 530—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

2131 S.W. Scholls Ferry Road
Portland 1, Oregon

April 14 1958

SUBJECT: Adjustment of Water Main
Murray Road Interchange Section
Job Prefix 34-1006
Contract No. 5112

To: Mr. A.G. Skelton
Division Engineer
Oregon State Highway Department
Portland, Oregon

I am forwarding herewith letter from the Wolf Creek Water District requesting aid with expenses incurred in lowering their facilities at the Murray Road Interchange Section of the Sunset Highway in Washington County. Job Prefix 34-1006, Contract No. 5112.

Also enclosed is sketch map showing work done. The extra rock mentioned in the letter was used as backfill material under the roadbed. Due to the extremely wet conditions at the time the work was performed, it would have been impossible to obtain sufficient compaction in the ditch by backfilling with the excavated material.

As allowance for this work was not included in the project authorization, I would appreciate your determination as to whether or not this work would qualify for payment as outlined in our recent memorandum covering such adjustments.

John H. Burton
John H. Burton
Resident Engineer

cc: Mr. George E. Cote

RECEIVED

[illegible]

WOLF CREEK HIGHWAY WATER DISTRICT
INCORPORATED
12845 N.W. Cornell Road
PORTLAND 1, OREGON

April 9, 1958

Mr. John H. Burton
Resident Engineer
2131 S. W. Scholls Ferry Rd.
Portland 1, Oregon

Dear Sir:

In erecting the overpass on Murray Road and Sunset Highway, we were requested to lower our 8" pipe line about five feet. This we did, thinking the cost would not be too great, however, the work was slow on account of the depth of the trench, plus water inconveniences, also extra sand and rock requested by your field engineer, running the cost to $ 1,070.00.

Would it be possible for the State Highway Dept. to share a part of this expense?

Very truly yours,

George E Cote
Gearge E. Cote' Supt.

By ls:

RECEIVED
MAR 21 1958
FOR FILING

[illegible]

5112

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1958

SUBJECT:

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Porter W. Yett and J. C. Denton & Sons covering Items 17 and 18 on the Murray Road Interchange Contract, No. 5112, Oregon F-186 (16) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract in the amount of $5,787.50 or 2.16%.

NOTED
FORREST COOPER

RECEIVED
MAR 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 24 1958
FOR FILING

F-[illegible])

5112

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1958

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Porter W. Yett and Erland & Bliekle covering Items 1, 3, 4, 5 and 6 on the Murray Road Interchange Contract, No. 5112, Oregon F-186 (16) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: Two previous subcontracts amounting to $94,118.50. This subcontract $27,524.00 for a total of $121,642.50 or 45.41%

NOTED
FORREST COOPER

RECEIVED
MAR 24 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 21 1958
FOR FILING

[illegible]

5112

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1958

SUBJECT:

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Porter W. Yett and Pacific Concrete Co. covering Items 15 and 31 to 41 on the Murray Road Interchange Contract, No. 5112, Oregon F-186 (16) is approved and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

cc: Forrest Cooper
C. G. Polk (2)

Note: One previous subcontract for $5,787.50. This subcontract $88,331.00 or a total of $94,118.50 or 35.14%

NOTED
FORREST COOPER

RECEIVED
MAR 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 24 1958
FOR FILING

F 186(16)

5112

March 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work Nos. 224 and 238 covering seeding and mulching on the Murray Road Interchange Section of the Sunset Highway in Washington County, Contract No. 5112, in connection with Federal Aid Project No. F-186(16).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do the work. The State has the necessary special equipment operated by experienced crews. The amount is too small to be done economically by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $2,600.00 with Federal participation of $1,600.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:ia

A

RECEIVED
MAR 13 1958
FOR FILING

[illegible]

5112

March 13, 1958

Mr. M. K. McIver
State Highway Commissioner
225 S. W. Broadway
Portland 5, Oregon

Dear Mr. McIver:

In your letter of March 11 you ask me to give you details relative to the acquisition of property from Mr. Lester Wood at the Murray Road interchange on the Sunset Highway. I asked Mr. Porter to give me a complete report in this matter, which he has done, and I attach a copy of the report hereto.

I believe that Mr. Porter has covered this matter in its entirety, and my only comment is that it is through the regulations of the Bureau of Public Roads that our negotiating ability is very limited. We undoubtedly could have reached an agreement with Mr. Wood at a price somewhere between our $20,150 and his appraisal of $31,750, but the Bureau of Public Roads, as you know, will not approve a settlement above the appraised price. It will participate, however, for its full amount in any judgment allowed in a condemnation procedure. I see nothing else that we could have done in the matter of the Wood acquisition than as we did.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Attach.
cc Mr. Forrest Cooper
    Mr. R. L. Porter

FORM 830—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1958

SUBJECT: State vs. Wood
L-2985; R-26963
Murray Road Interchange
Sunset Highway
Washington County

To: Mr. W. C. Williams
State Highway Engineer
OFFICE

I refer to Mr. McIver's letter of March 11, in which he asks you for a report or statement concerning our negotiation with Mr. Lester Wood. Mr. Wood owns property on the northerly side of the Sunset Highway, which is required for a portion of the interchange right of way. Two lots are involved - one a large lot on a portion of which is located Mr. Wood's residence; and the other, a vacant lot which contains no improvement.

Mr. Wood is a well-known real estate man, and I think he has been instrumental in developing the area surrounding the Murray Road Interchange. I agree with Mr. McIver that Mr. Wood should be thoroughly familiar with property values in this area.

I have never personally talked to Mr. Wood, but I believe that his complaint is based on the fact that we have indicated from the beginning that we would be willing to recommend a certain price; namely, $20,150.00, and have never waivered from this price. I believe that Mr. Wood feels that we should be willing to increase our figure somewhat; particularly if he would be willing to lessen somewhat his demand.

As you are aware, in order to satisfy the Federal Bureau of Public Roads, we must, before attempting to negotiate, secure what we feel to be the proper number of appraisals. If these appraisals are substantially different, they must be reconciled before negotiations are attempted. This figure of $20,150.00 represents what we feel is a fair price for the property ~~is~~ to be acquired. This amount represents a reconciliation of four separate appraisals, two of which were made by the appraisal staff of our own Department, and two of which were made by independent individuals not connected with this Department. Herewith follows a resume from the Right of Way Agent's diary, which more or less explains the results of our attempted negotiations:

October 4, 1957 - 1:30 P.M.

Called at the residence and talked to Mrs. Wood. She says they, of course, knew it was coming, and won't oppose it; will build new home down

down the street; want shrubs from present place; wonder about partial taking from property across street; what will they have left? when will they have to vacate?

October 27, 1957 - 1:00 P.M.

Telephone - no answer

November 27, 1957 - 8:00 P.M.

Telephoned and made appointment for Friday.

November 29, 1957 - 2:00 P.M.

Met with Mr. Wood and his son; advised them of our recommended price of $20,150.00 for the taking. They expressed resentment against the system we employ of arriving at value without consulting them, or getting their agreement as to what appraisers should be used. Mr. Wood infers that, if we do not treat him right, he will make our job tough, as everyone is coming to him, from whom we are buying; this is true as he has already told the Grahams and the Shipps that we are not paying them enough. Mr. Eimer told me today that Mr. Wood asked him to come to him before he gave me an answer. This was after I told Mr. Eimer what we were prepared to offer. The Woods finally agreed that we were pretty close to value for the property, but forcibly stated that we were not paying them anything for their business location, the value of their advertising this location, etc. It is true that they have always used the home as an office for their real estate business. After 2½ hours it was concluded that the Woods would get an appraisal of their own before giving an answer. They feel we are about $3,500.00 too low on our price. All things considered, I feel that our offer is very close to actual value, ~~if not~~ by their measurement; their main issue is we should not depreciate value based on age, as they have maintained the property in perfect condition, and have just re-decorated; this obviously was done to try to demand the highest possible price.

December 5, 1957 - 7:15 P.M.

Telephoned Mr. Wood, asked him if he was any closer to a decision, and he said a little; asked if he had obtained appraisals, and he said no, but was getting figures together; he stated that he would have them by the first of the week. I asked him if he would keep in mind that we wanted to point toward December 15 for a decision. His answer was that he had just finished talking to all the people out here, and that we have told them December 12, take it or leave it; I know your deadline. I advised Mr. Wood we have not used the date of December 12 nor the term "take it or leave it", but would expect his answer the first of the week.

December 11, 1957 - 3:45 P.M.

Met Mr. Wood on street in front of his residence; he said Holbrook will call you about my dealing with you. I asked Mr. Wood if Mr. Holbrook would give me the answer; he said no - that he would give the answer after I talked to Mr. Holbrook; told Mr. Wood we still wanted to point to December 15 for his decision.

December 16, 1957 - 1:15 P.M.

Met Mr. Wood and son at new home they are building; advised Mr. Wood that we would pay $20,150.00 for partial taking, or $21,500.00 for entire taking. At this point Mr. Wood tells me that he has turned the matter over to Attorney Rolland Davis, in the U.S. Bank Bldg. This terminated my negotiation with Mr. Wood, amicably.

December 19, 1957 - 9:45 A.M.

Telephoned Mr. Davis to ask if Mr. Wood had arrived at a decision; he said no - I want to get an appraisal. I explained that I desired to resolve these cases as soon as possible. He asked if I could hold off until after Christmas. I agreed.

December 27, 1957 - 3:50 P.M.

Telephoned Mr. Davis; he stated he had just received an appraisal and had not, as yet, talked to Mr. Wood; would do so tomorrow, and give me an answer on December 30.

December 30, 1957 - 3:45 P.M.

Mr. Davis telephoned, stating that have their appraisal, and it is too high for them to consider our offer unless we will come up considerably; he indicated their appraisal was $31,750.00. I explained that I had no authority to consider this figure, and that if they stood on it, I could only recommend condemnation. He stated, well, we should settle somewhere in between. I again explained that this was outside of my domain, and that our proposition remained the same. Mr. Davis wondered - would we condemn for $20,150.00, or $21,500.00. I told him this would be up to our Legal Department.

The above is from the diary of John K. Scott, our Agent who contacted Mr. Wood.

As far as I can ascertain, our negotiations with Mr. Wood did not develop into a "hassle". However, I know of no subject that will raise one's ire more than a disagreement over property value. This is, probably, particularly so when we are dealing with an individual who is in the real estate field. From what I can gather, I am of the opinion that our Agent made every attempt to negotiate a settlement with Mr. Wood; that he conducted himself in a proper manner, and that there very likely can be a definite and honest difference of opinion as to what the property in this case is actually worth.

The procedure that we have followed, I believe, will assure us of securing full Federal participation. A settlement on Mr. Wood's appraisal or a settlement half way between Mr. Wood's appraisal and our own appraisal would almost certainly have resulted in the Bureau of Public Roads refusal to participate in this amount.

R. L. Porter

R. L. PORTER
Right of Way Engineer

RLP:IH
(in duplicate)

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

2[illegible]3

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

L 298

OREGON STATE HIGHWAY COMMISSION
OFFICE OF M. K. MCIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

March 11, 1958

Mr. W. C. Williams
State Highway Engineer
Highway Building
Salem, Oregon

Dear Dutch:

I had a talk this morning with Mr. Lester Wood regarding some property owned by him, which the State is taking in connection with the improvement now being made on Sunset Highway at Murray Road.

I have known Mr. Wood for many, many years and have a great deal of respect for him and his judgment, especially in matters pertaining to real estate. Mr. Wood is disturbed at the manner in which the State has negotiated with him for his property. His judgment is that if the negotiations had been carried on in a businesslike manner, they could have arrived at a settlement that would have saved him the expense of hiring an attorney. He states that he did not have a chance to discuss the matter fully with anyone that could arrive at a conclusion. The matter of full negotiation is one that we all agree should be carried out before there is any thought of condemnation. Mr. Wood states that in his case this was not done.

I wonder if it would be possible for you to check this. As I see it, here is a man that is thoroughly familiar with real estate and in my judgment would be fair in all matters.

Would appreciate hearing from you.

Yours very truly,

MKMc

MKM:f

M. K. McIver

RECEIVED
MAR 12 1953
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
MAR 13 1958

FOR FILING

F-106(16)

5112

March 12, 1958

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering state share of flagging costs on the Murray Road Interchange Section of the Sunset Highway in Washington County, Contract No. 5112, in connection with Federal Aid Project No. F-106(16).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cf
Encl.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 11 1958
FOR FILING

F-186(16)

5112

Mar. 10, 1958

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5112, awarded Feb. 28, 1958, for structure, grading and paving on the Murray Road Interchange Section of the Sunset Highway in Washington County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 3 - 1958
FOR FILING

F-186 (16)

5112

A

February 28, 1958

Mr. Porter W. Yett
6500 N.E. Ainsworth
Portland 13, Oregon

Dear Mr. Yett:

The State Highway Commission on January 16, 1958, accepted your proposal for grading and paving on the Murray Road Interchange Section of the Sunset Highway in Washington County for the sum of $267,835 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5112.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 28, 1958

Mr. Porter W. Yett
6500 N.E. Ainsworth
Portland 13, Oregon

Gentlemen:

Contract for Murray Road Interchange Section of Sunset Highway, Washington County, for which you submitted low bid on January 16, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Accounting (5003-900)
Files ✓
C. W. Head

RECEIVED
MAR 5 - 1958
FOR FILING
OREGON DISTRICT
F [illegible] ( )
00:55
5112

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 28, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-186(16), Murray Road Interchange Section of the Sunset Highway, we hereby concur as of this date in award of contract No. 5112 to Porter W. Yett of Portland, Oregon, low bidder in the amount of $267,835.00 at the January 16, 1958 bid opening.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
MAR 3 - 1958
FOR FILING

F-186 (16)

5112

February 28, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, paving and viaduct construction on the Murray Road Interchange Section of the Sunset Highway in Washington County, Project F-186(16), to Porter W. Yett of Portland, Oregon, on the basis of the bid of $267,835.00 submitted on January 16, 1958.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 23 1958
FOR FILING

F 186 (16)
E112

January 21, 1958

West Coast Telephone Company
315 Cedar Street
Beaverton, Oregon

Re: West Coast Telephone Co.
Telephone Line Adjustment
Murray Road Interchange
Sunset Highway
Washington County

Gentlemen:

Bids on the above-entitled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of a cable which is on Portland General Electric Company poles along Murray Road, both north and south of the Sunset Highway. The poles are on private property, and it will be your obligation to make the necessary adjustments without cost to the State. It is requested that you make arrangements to proceed with the work as promptly as may be possible. Further details may be secured from Mr. John H. Burton, 2131 S. W. Scholls Ferry Road, Portland, Oregon, who is resident engineer on the project.

A separate communication is being sent to Portland General Electric Company regarding the moving of the poles.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mm
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. A. G. Skelton
Mr. F. W. Farrar
Mr. John H. Burton

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 90M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 23 1958
FOR FILING

Adm.
Permits
Const. [illegible]

R

January 21, 1958

Portland General Electric Company
Electric Building
Portland 5, Oregon

Re: Portland General Electric Company
Power Line Adjustment
Murray Road Interchange
Sunset Highway
Washington County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that certain of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of a pole near "A" Line station 3086+50 and a large portion of the line along Murray Road throughout the length of the project. The pole on the "A" Line is on State right of way under Permit #4717, dated November 8th, 1955; the pole line along Murray road is on county road right of way by agreement with the County and crosses the existing highway by Permit #3063, dated March 14th, 1949.

In view of the fact that these facilities are on public property, it will be your obligation to make the adjustments without cost to the State. It is requested that you proceed with the work as promptly as may be possible. Further details may be secured from Mr. John H. Burton, 2131 Scholls Ferry Road, Portland 1, who is resident engineer on the project.

It appears that a cable owned by West Coast Telephone Company occupies at least a part of your poles and a separate communication is being written to that company regarding the matter.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. A. G. Skelton
Mr. F. W. Farrar
Mr. John H. Burton

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 80M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN 23 1958
FOR FILING

Const Pipe Line

January 21, 1958

Wolf Creek Highway Water District
12345 N. W. Cornell Road
Portland 1, Oregon

Re: Wolf Creek Highway Water District
Water Line Adjustment
Murray Road Interchange
Sunset Highway
Washington County

Gentlemen:

Bids on the above titled project were received on January 16, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves a 4-inch valve in a line along the northerly side of Glenridge Drive near "M" Line station 3042+65, and a hydrant at the intersection of Murray Road and Mill Creek Drive. The valve must either be moved to a new location or a long valve box provided to allow the operation of the valve, and the hydrant must be relocated.

In view of the fact that these facilities are located on public highway right of way, it will be your obligation to make the necessary adjustments without cost to the State, and it is requested that you proceed with the work as soon as may be possible.

Further details may be secured from Mr. John H. Burton, 2131 S. W. Scholls Ferry Road, Portland 1, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. L. H. Young
Mr. Forrest Cooper ✓
Mr. A. G. Skelton
Mr. F. W. Farrar
Mr. John H. Burton

RECEIVED
JAN 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 8 - 1958
FOR FILING

F186 (10)

5112

P

January 7, 1958

County Court of Washington County
Court House
Hillsboro, Oregon

Gentlemen:

We are enclosing, for the records and files of Washington County, a fully executed copy of a throughway agreement between the State Highway Commission and Washington County covering the Murray Road Interchange on the Sunset Highway in Washington County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
Enc.

file

RECEIVED
JAN 8 - 1958
FOR FILING

F-186(16)

5112

MISC. CONTRACTS and
AGREEMENTS No. 1227

Salem, Oregon
January 7, 1958

Throughway Agreement
Murray Road Interchange
Sunset Highway No. 47
Washington County

Mr. C. G. Swenson
City & County Relations Dept.
Office

311

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a throughway agreement with Washington County covering the Murray Road Interchange on the Sunset Highway in Washington County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Washington County.

Secretary

HH
Attach: 1

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 2, 1958

SUBJECT: Throughway Agreement
Murray Road Interchange
Sunset Highway No. 47
Washington County

(Assignment No. 311)

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of the subject named agreement. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval. This completes Assignment No. 311.

This project was approved by the Highway Commission on May 16, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Jan 2 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE May 16, 1957
Secretary

FORM 230—12½M—6-55—68200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1957

SUBJECT: Proposed Throughway Agreement
Murray Road Interchange
Berger Ranch-Barnes Road Section
Sunset State Highway No. 47
Washington County

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

Transmitted herewith, are six copies of the above named subject throughway agreement as per your request of September 19, 1957.

We understand that copies of the exhibit will be furnished by the County and City Relations Division.

Robert A. Holland
ROBERT A. HOLLAND
Staff Attorney

RAH:mmb
Attachments

RECEIVED
OCT 14 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 20 1957
FOR FILING

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5112

Cross Referenced To:
Maint
Traffic S
Channel C.
Gen.

Cross Referenced To:
Maint
Traffic S
Hiwy. Light

December 20, 1957

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Sir:

The following material relating to the Murray Road Interchange on the Sunset Highway is attached in response to your request of December 6, 1957:

Plan Sheet No. 4 of the federal-aid plans showing interchange layout.

Profile Sheet No. 4a of the federal-aid plans showing elevations of various roadways. The height of handrail of structure is shown on the "M" Line profile.

If further information on this project is needed, please feel free to contact us.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

cc Mr. Forrest Cooper
Mr. Tom Edwards

RECEIVED
OCT 18 1957
FOR FILING

[illegible]

Cross Referenced To:
Maint
Traffic S
Channel.
[illegible]

October 11, 1957

Cross Referenced To:
Maint
Traffic S
Hwy. Light.

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is in reply to your letter of September 18 regarding Murray Road Interchange on the Sunset Highway (Project F-186(16)).

The difference in estimated costs for rights of way of approximately the same area is due to use characteristics of the two properties. The property in the southeast quadrant of the interchange is developed as a low-cost housing area with units approximating $10,000 selling price for house and lot. The southwest quadrant is at present developed as commercial property and now is occupied in part by a shopping center and a service station.

At the time the diamond pattern was proposed we were not aware that Columbia Markets had obtained a legal hold on the entire vacant property in the southwest quarter as well as the existing shopping center. They also had developed plans for a supermarket, which would occupy the entire area from Sunset Highway to Mill Creek Drive and from Murray Road to the residential property to the west. This definitely places land in the southwest quadrant in a higher price bracket than that in the southeast quadrant. The $15,000 difference in land costs does not include any possible damage claims which might be made based on devaluation of the remaining property due to decrease in area or to changes required in any previously planned development.

The loop pattern provides for a lighter crossing movement at the Murray Road Intersection than does the diamond pattern. With the latter design the 200 northbound movements cross 2,000 southbound on Murray Road. The loop provides for the 200 southbound crossing 1,000 northbound on Murray Road. The exit ramp as shown provides for deceleration from 70 to 15 miles per hour. The 56-degree curve should handle 30-mile-per-hour traffic which should be adequate as an approach to a signed stop at Murray Road.

The foregoing, plus the light traffic involved, makes the loop seem justified.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

LPS:jc fn

FORM E-90X—60M—11-55—90225

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1957

SUBJECT: Murray Road Interchange
Sunset Highway
(C. G. Polk's comments
on "Loop")

To: Mr. Tom Edwards
Construction Engineer
Office

The original plan at this location was a full diamond with 50 M.P.H. sight distance design. The southwest quadrant tended to conflict with an existing shopping center which is located on the northwest corner of the intersection of Murray Road and Mill Creek Drive. To minimize any such conflict, the ramp in the southwest quadrant of the interchange was held in as closely as possible to the Sunset Highway and the centerline of the Murray Road structure was placed to avoid any encroachment of fill slopes onto the west half of Murray Road.

After approval of the diamond pattern by all parties, including the Bureau of Public Roads, it developed that Columbia Markets had some sort of claim to the entire property in the southwest quadrant and had developed plans for a supermarket in the area. Columbia Markets' legal claim to the property is not clear as assessors' records show other ownership.

Due to the probability of excessive right of way cost in the Columbia Market property, Mr. Forrest Cooper requested that an alternate pattern, using a loop in the southeast quadrant, be worked up. The result was a larger right of way taking in that quadrant but with no taking required on the Columbia Market area. This pattern received the blessing of the local B.P.R. office.

The Portland office of the B.P.R., upon reviewing the approved loop pattern, registered dissatisfaction with it and questioned the saving of any right of way expense by its use. They contend that the full diamond pattern is sufficiently better than the loop pattern to justify some added expenditure for right of way. They requested a comparative estimate of right of way costs south of Sunset Highway based on the two patterns. The apprnisal and comparison was completed September 9 and shows $14,300 less cost of right of way for the loop pattern than for the full diamond.

Any difference in cost per square foot for right of way in the southwest quadrant as compated to that in the southeast quadrant is due, at least in part, to the existing commercial development in the former. The southeast quadrant is residential in character. In contrast to this, the southwest quadrant is now occupied by a fair-sized shopping center and one service station. While the diamond pattern would have avoided encroachment upon any property pertaining to the shopping center, and the required new right of way area was not developed, it can be assumed that the presence of commercial establishments sets the market value on adjacent properties.

Mr. Polk's objection to the loop design, I believe, is well founded. The chief, if not only, advantage of the loop pattern over the diamond is economy of right of way costs and to a small extent to lower construction cost.

Lloyd P. Shaw

Lloyd P. Shaw
Urban Engineer

LPS:je

FORM E-30X—25M—6-55—58209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Sept. 9, 1957

SUBJECT: Murray Road Interchange
Sunset Highway
Washington County

To: Don Norlin
Appraisal Supervisor
OFFICE

Pursuant to your instructions I have made an estimate of right of way costs on two proposed interchange plans for the south side of the Sunset Highway at Murray Road. One plan calls for a leg on each side of Murray Road, hereinafter referred to as the "Diamond" plan, and the other plan calls for two legs on the east side of Murray Road, hereafter referred to as the "Loop" plan.

Estimates are as follows:

Diamond Plan

Lester J. Wood property - approximately 0.67 acre land and damages.	$13,500.00
The Village Shops, Inc. - approximately 625 sq.ft. land and damages, including re-locating improvements.	11,500.00
Harry Mittleman Contractor, Inc. - approximately 1.48 acres, land and damages.	20,000.00
Total	$ 45,000.00
Add 20% Contingencies	9,000.00
Total Estimated Cost	$ 54,000.00

Loop Plan

Harry Mittleman Contractor, Inc. - Entire taking of tract A - Approx. 3.5, land and buildings.	$31,500.00
Entire taking of Lot 1 and partial takings of lots 2 through 5, land and damages.	3,000.00
Total	$ 34,500.00
Add 15% Contingencies	5,175.00
Total Estimated Cost	$ 39,675.00

These estimates are based on the following assumption:

1. That none of these properties presently have direct access to the Sunset Highway.

2. That no direct access is to be granted to the interchange legs and no access is to be allowed on Murray Road north of Mill Creek Drive.

3. That county deed records of property ownerships are correct.

It should further be noted that only those takings lying between Mill Creek Drive and the Sunset Highway have been included in these estimates.

On the basis of present deed records, a savings of approximately $11,500.00 in the right of way costs of the Diamond plan could be made if the west interchange leg intersection with Murray Road were moved far enough north to eliminate the small triangular taking from the Village Shop, Inc. This part of the Village Shop's property has a service station on it and the proposed taking would bring the right of way line within approximately 15 feet of the west pump island, thus making it impractical for cars to use the north approach to the station. Elimination of this taking might also lessen the damages to the remainder of the Wood property, which under the present plan will be virtually land-locked. According to county records Wood has an easement for road purposes across 40 feet of the property abutting his south line. However, the triangular taking from Village Shops would eliminate approximately 25 feet of this easement. Physical inspection of the property indicates that Wood may have relinquished this easement right, atleast temporarily, since the north approach to the service station presently cuts across this easement.

It has been reported to me that Columbia Markets claims ownership of all of the property west of Murray Road between Mill Creek Drive and the Sunset Highway. County records do not indicate this but if it is true it is questionable whether much savings in right of way cost, if any, could be made by moving the point of intersection of Murray Road and the west leg interchange, as suggested above, because of the possible interjection of damages due to change in grade of Murray Road. If damages to the present shopping center at the corner of Mill creek Drive and Murray Road were included, right of way costs would undoubtedly be even higher than present estimates. This possibility involves legal questions which I am not qualified to answer.

In arriving at an estimated right of way cost under the Loop plan it has been assumed that the State will incur no liability to property owners on the west side of Murray Road due to the change in grade of Murray Road. Under this assumption, there is the advantage of involving only one ownership, lessening damages and negotiation problems.

Don English
Don English
Appraiser

DE:md

RECEIVED
SEP 30 1957
FOR FILING
F-186[illegible]
511

Cross Referenced To:
Maint. - R
Traffic - S
Channel. - [illegible]

Cross Referenced To:
Maint
Traffic - S
Hwy. Dept.

Salem, Oregon
September 19, 1957

Spec

Mr. Leonard I. Lindas
OFFICE

Throughway Agreement
Murray Road Interchange
Berger Ranch-Barnes Road Section
Sunset State Highway No. 47
Washington County

The State Highway Commission plans to call for bids on the subject named project at its October 30-November 1 meeting. It is requested that an agreement be prepared covering the following points:

RECITALS: Standard throughway paragraphs.

THINGS TO BE DONE BY STATE

1. State shall prepare the plans, obtain the necessary right-of-way by purchase or otherwise, let and award all contracts, and supervise construction of the project.

2. State shall construct and thereafter maintain the Murray Road Interchange as shown colored in green on the attached Exhibit "A."

3. State shall reconstruct portions of Murray Road as shown colored in orange on the attached Exhibit "A."

4. State shall reconstruct connections connecting Mill Creek Drive to Murray Road as shown colored in orange on the attached Exhibit "A."

5. State shall reconstruct a connection connecting Sherry Street to Murray Road as shown colored in orange on attached Exhibit "A."

6. State shall construct a connecting service road running from N. W. Glenridge Drive to Sherry Street as shown colored in orange on the attached Exhibit "A."

7. State shall close the following roads in the following manner and at the following locations:

a. Murray Road at the northerly and southerly right-of-way boundary lines of the throughway as shown by means of red lines on the attached Exhibit "A."

b. State shall close N. W. Glenridge Drive at those points as shown by means of red lines on the attached Exhibit "A."

THINGS TO BE DONE BY COUNTY

1. County consents, upon project completion by State, to the provisions as described and set forth in paragraphs 1 and 2 under THINGS TO BE DONE BY STATE.

2. County shall, upon completion by State of the provisions as described and set forth in paragraphs 3, 4, 5, and 6 under THINGS TO BE DONE BY STATE, assume maintenance of and continue jurisdiction over those certain portions of roads at its sole expense.

3. County consents to use by State for highway purposes of those portions of roads shown colored in yellow on the attached Exhibit "A."

4. County consents to the closure of those roads as described and set forth in paragraph 7 under THINGS TO BE DONE BY STATE.

5. County agrees that no county roads will be constructed running into or intersecting the throughway without the written approval of the State.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of the exhibit will be furnished by County and City Relations Division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Svenson

file

RECEIVED
OCT 3 1957
FOR [illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Maint.
Traffic
Lights

08-35

September 18, 1957

Gen Spec.

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Regarding your revised layout for the Murray Road Interchange, Project F-186(16), our Regional office in Portland has commented as follows:

> "We note a saving in right-of-way of $15,000 with the proposed loop over a diamond. It appears, however, that the loop would require as much, if not more, right of way than a diamond ramp. It appears that without the loop, the outer connection could be moved in far enough to leave a row of lots at least 150 feet deep along the north side of Mill Creek Drive. Since it is our understanding the land in the S.W. quadrant is undeveloped, it is difficult to understand where the saving is.
>
> The approximately 100' radius curve on the proposed loop coming as close to the through lanes as it does, makes for rather abrupt deceleration and turnoff immediately beyond the structure. The State of Washington is now proposing to obliterate some very similar loops which have been constructed and replace them with the alternate diamond connection. We are reviewing one now where the loop that is being removed may be slightly worse than this proposal in that it has a parallel deceleration lane rather than the taper. The nose is in approximately the same position, however, and the turning radius is slightly longer than Oregon proposes.
>
> Our review indicates that at five cents per vehicle mile, with 300 ADT average, there would be about $1,000 a year extra travel cost with the loop over the diamond.
>
> The diamond connection would prevent possible construction of oversize signs, intensive lighting, or other facilities which might be objectionable to traffic adjacent to the highway in the S.W. quadrant. The ramp terminals on Murray Road can be farther removed from Mill Creek Drive and the shopping center entrance with the diamond then with the loop.

Copy to [illegible]

Please work out with BPR & advise me

NOTED

> These points may not be overriding. There may be controls of which we are not appraised. We feel, however, that the above factors should be considered before final selection of the interchange."

In view of the above objections raised to your revised design, we would appreciate receiving further justification from you for the revisions made, particularly the substitution of a inner loop for a diamond type connection in the southwest quadrant.

Very truly yours,

C G Polk

C. G. POLK
Division Engineer

RECEIVED
SEP 19 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 27 1957
FOR FILING

F-186(4)

51-2

Cross Referenced To:
Maint
Traffic S
Channel
Gen

Cross Referenced To:
Maint
Traffic S
Hwy. Light.

September 16, 1957

4724

Mr. W. T. Triplett, President
Columbia Food Company
1845 S. E. Third Avenue
Portland 14, Oregon

Dear Mr. Triplett:

This will acknowledge receipt of your letter of September 6, 1957, relative to our plans for the Murray Road interchange on the Sunset Highway.

I am attaching a print of the present design at this location which will entirely clear the shopping center property in which you are interested. This plan has had tentative approval, only, from the Bureau of Public Roads. We are now awaiting final approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Attachment
cc Mr. W. C. Williams
Mr. Tom Edwards

DJB:jk hi

COLUMBIA FOOD COMPANY
General Office Warehouse
1845 S E. Third Avenue
PORTLAND 14, OREGON

Sept. 6, 1957

REFERRED TO
Edwards
By State Highway Engineer
Prepare reply

Mr. Dutch Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

At the last meeting of the Commissioners we discussed with you a change in the proposed overpass at Murray Road on Sunset Highway.

I pointed out that we announced plans for a $1 million shopping center on the southwest corner (4 acres) of this intersection early last year. We have made over $50,000.00 to the former building and invested over $100,000.00 in the food and variety store there.

Our blueprints call for a building of 50,000 square feet and extend to the north and west edges of our property. We are hopeful that, if money eases by spring, we can commence construction of this "phase two" of the project. Additionally we have $27,500.00 invested in the service station on our property.

I regret that I did not personally inform you of this projected development, but did discuss it briefly with Milo McIver last year. Since it was portrayed on the financial pages of both papers in feature article with pictures, I assumed it was common knowledge.

Reviewing further - I did look at the first drawings your staff made of the overpass and felt they would not harm our investment. That one called for the access or turn off roads from the west being on the east side of Murray Road, as was the overpass itself.

At the recent meeting you stated you would endeavor to modify the overpass plans so as to be both of service to the general public and those who would be using the shopping center. This makes good sense because it would be in the public interest and would save the commission considerable in land acquisition costs.

I would appreciate an opportunity to look over your revised plans for that intersection when they are ready.

Yours very truly,

COLUMBIA FOOD COMPANY

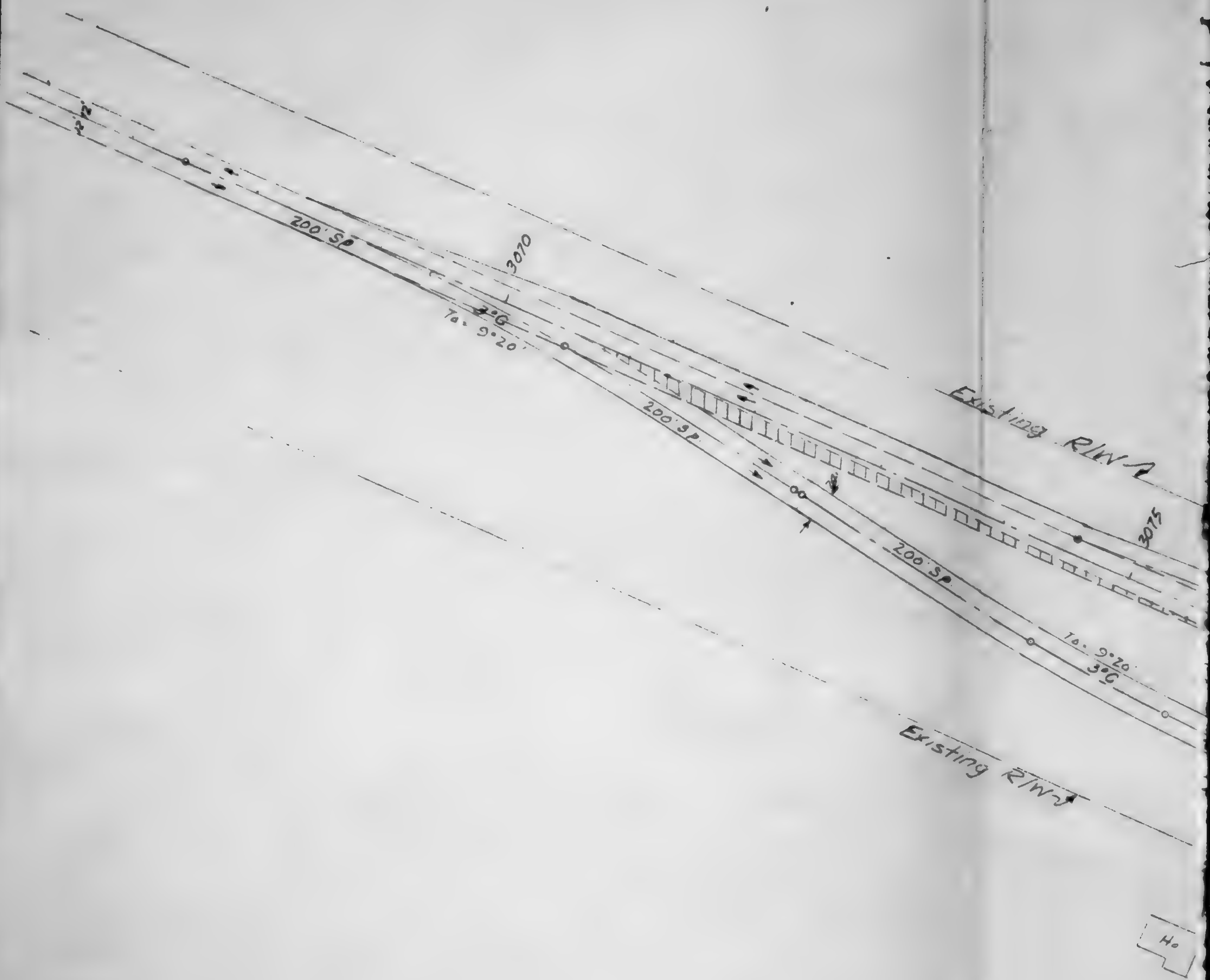
W. T. Triplett

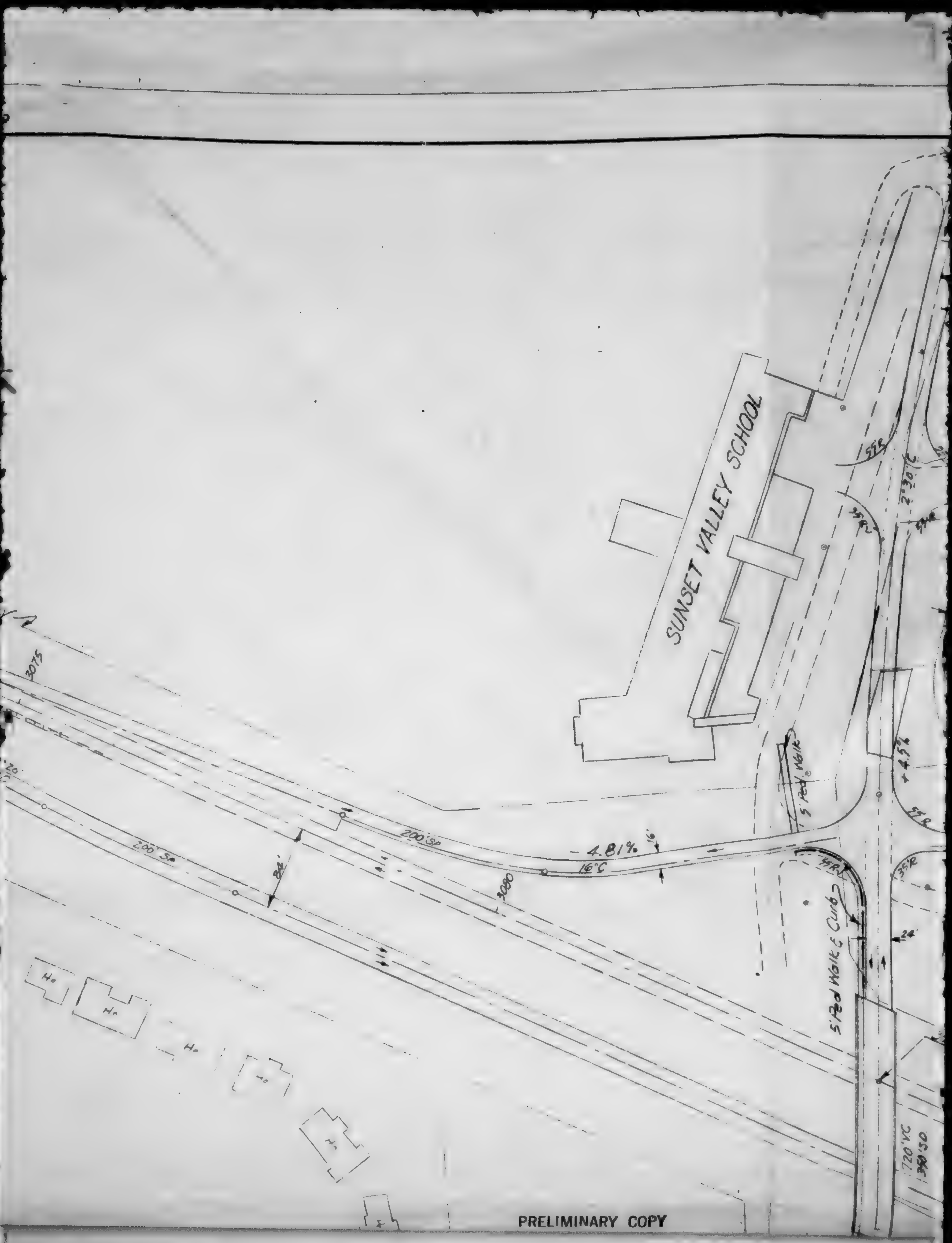
W. T. Triplett
President

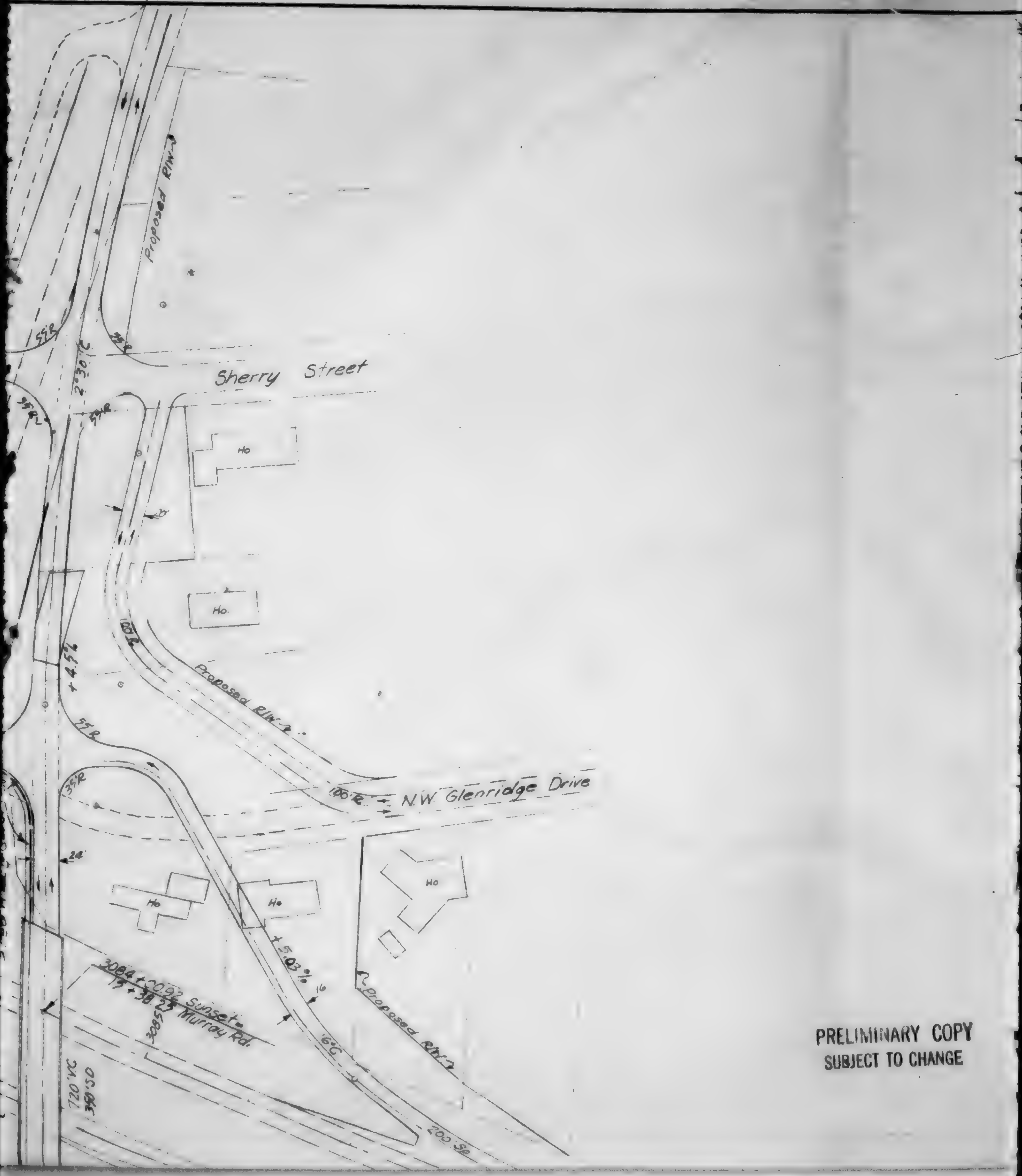
Enc:
Milo McIver
Thaddeus Bruno
W. B. Johnson

WTT/ac

RECEIVED
SEP 9 1957
OREGON
STATE HIGHWAY COMMISSION


200' Sp
3070
3°G
To: 9°20'
200' Sp
Existing R/W
3075
200' Sp
To: 9°20'
3°G
Existing R/W
Ho


SUNSET VALLEY SCHOOL
3075
20
200' SP
200' SP
84'
3080
4.81%
16' C
16'
5' Ped Walk
5' Ped Walk & Curb
35'R
35'R
35'R
55'R
55'R
2°30' C
+4.5%
24
720' VC
340' SD
Ho
Ho
Ho
Ho
PRELIMINARY COPY

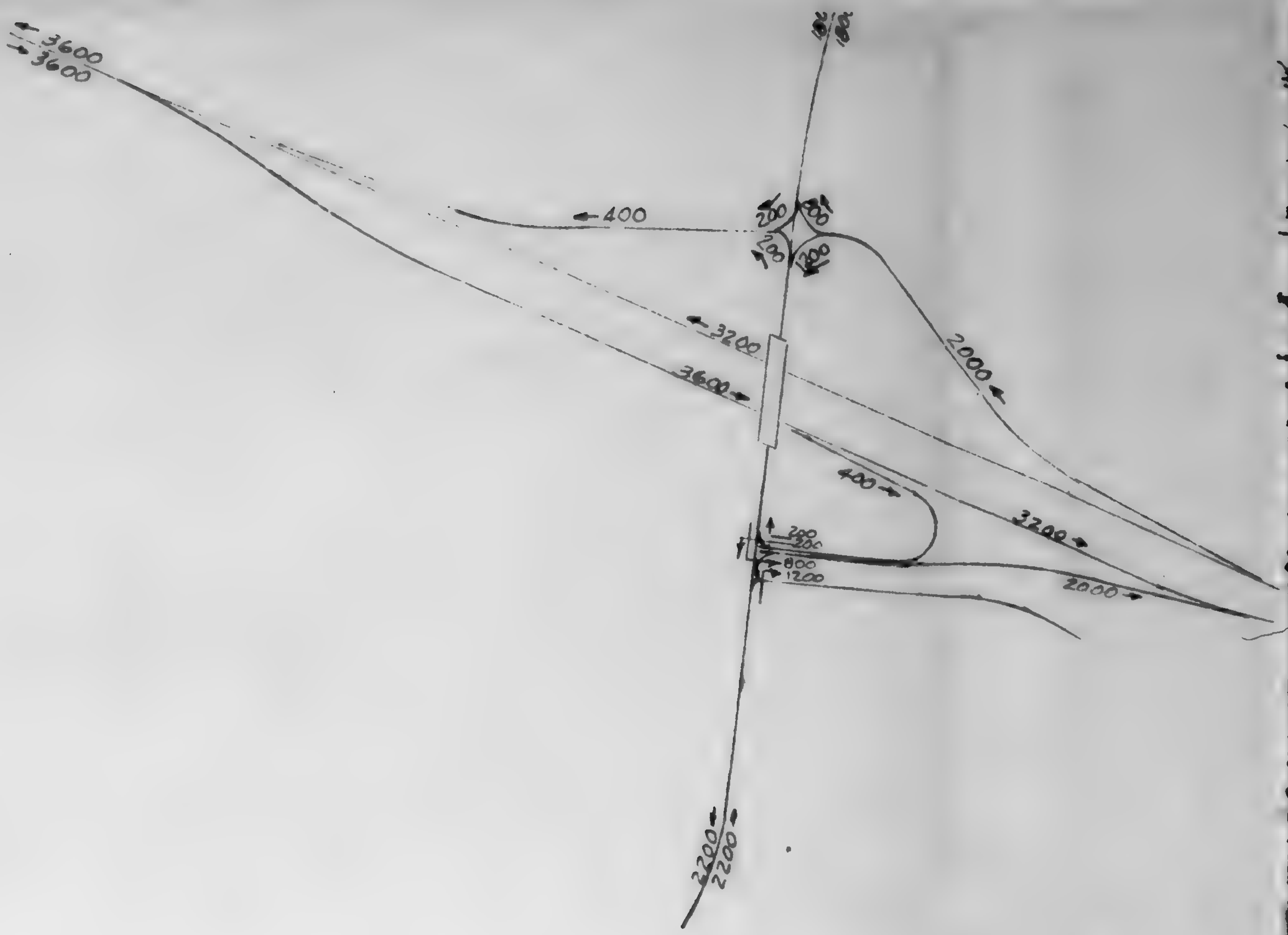

Proposed R/W
55'R
35'R
2°30' C
Sherry Street
35'R
55'R
Ho
Ho
100'R
+4.5%
Proposed R/W
55'R
35'R
100'R
N.W. Glenridge Drive
24'
Ho
Ho
Ho
+5.03%
16
3084+20.92 Sunset =
19+38.25 Murray Rd.
3085
720' VC
390' SD
6°C
Proposed R/W
200' SD

PRELIMINARY COPY
SUBJECT TO CHANGE

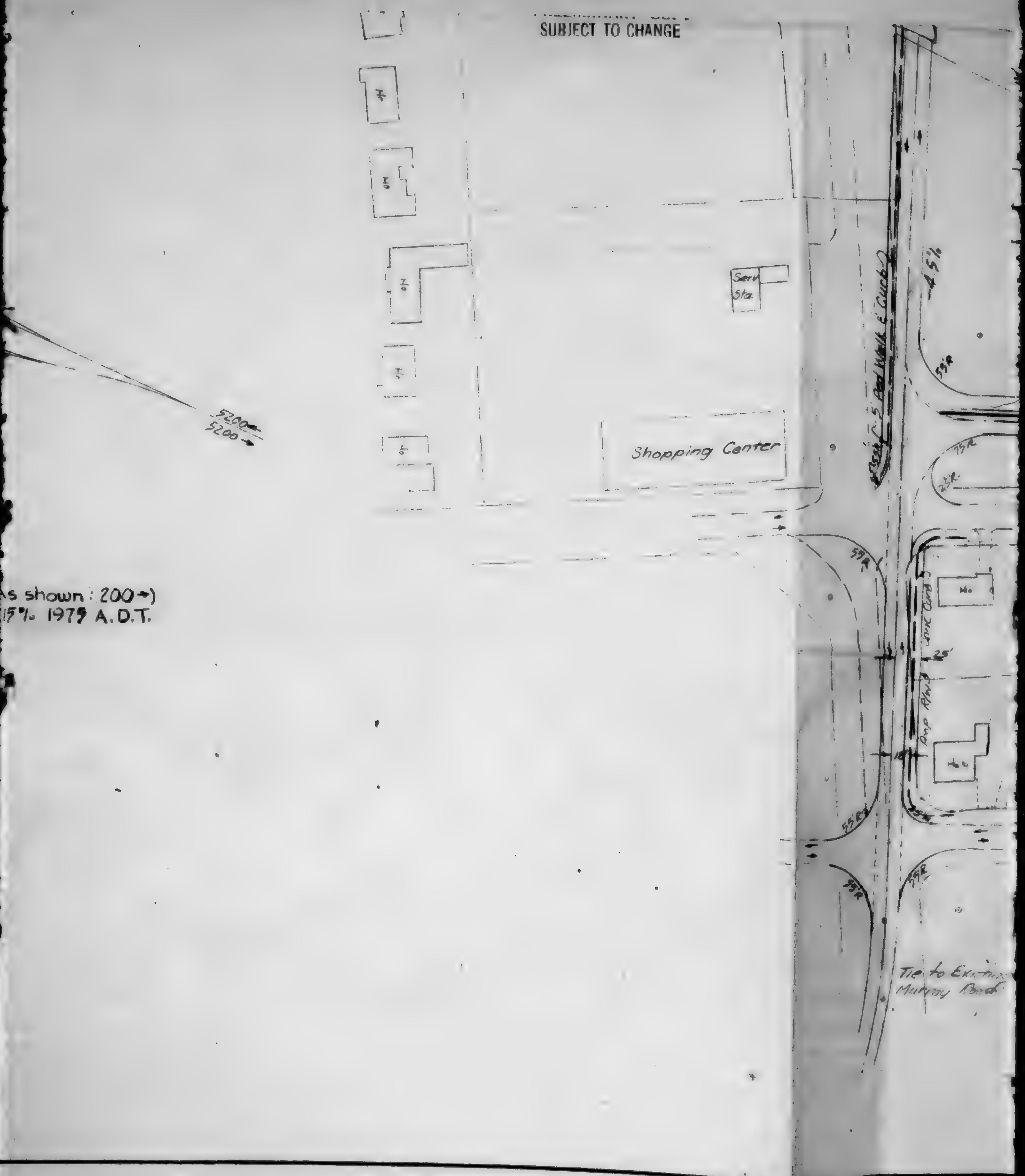
BERGER RANCH - BARNES RD. SEC. SUNSET HIGHWAY WASHINGTON COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

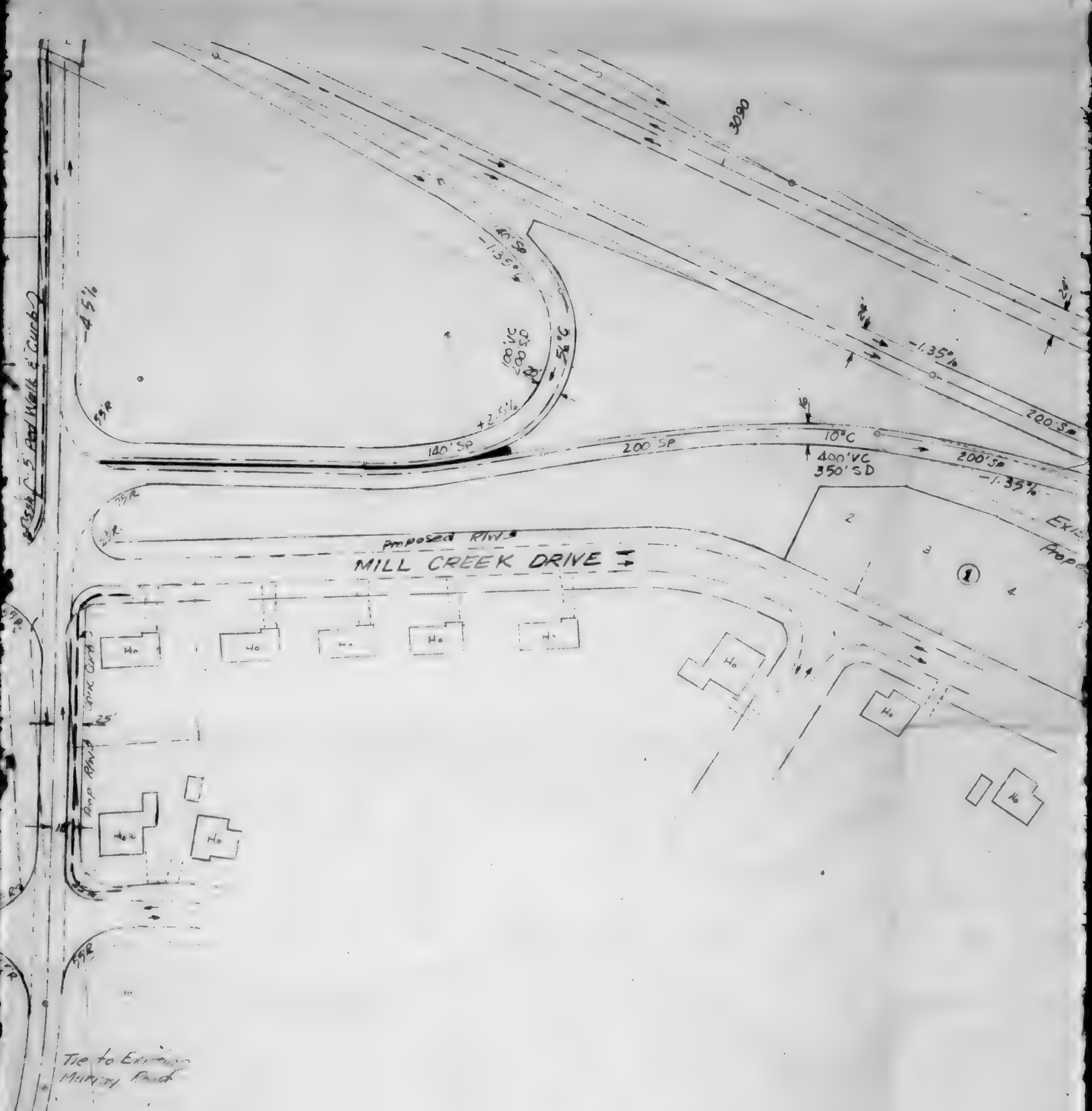
Standard Interchange Layout Sheet

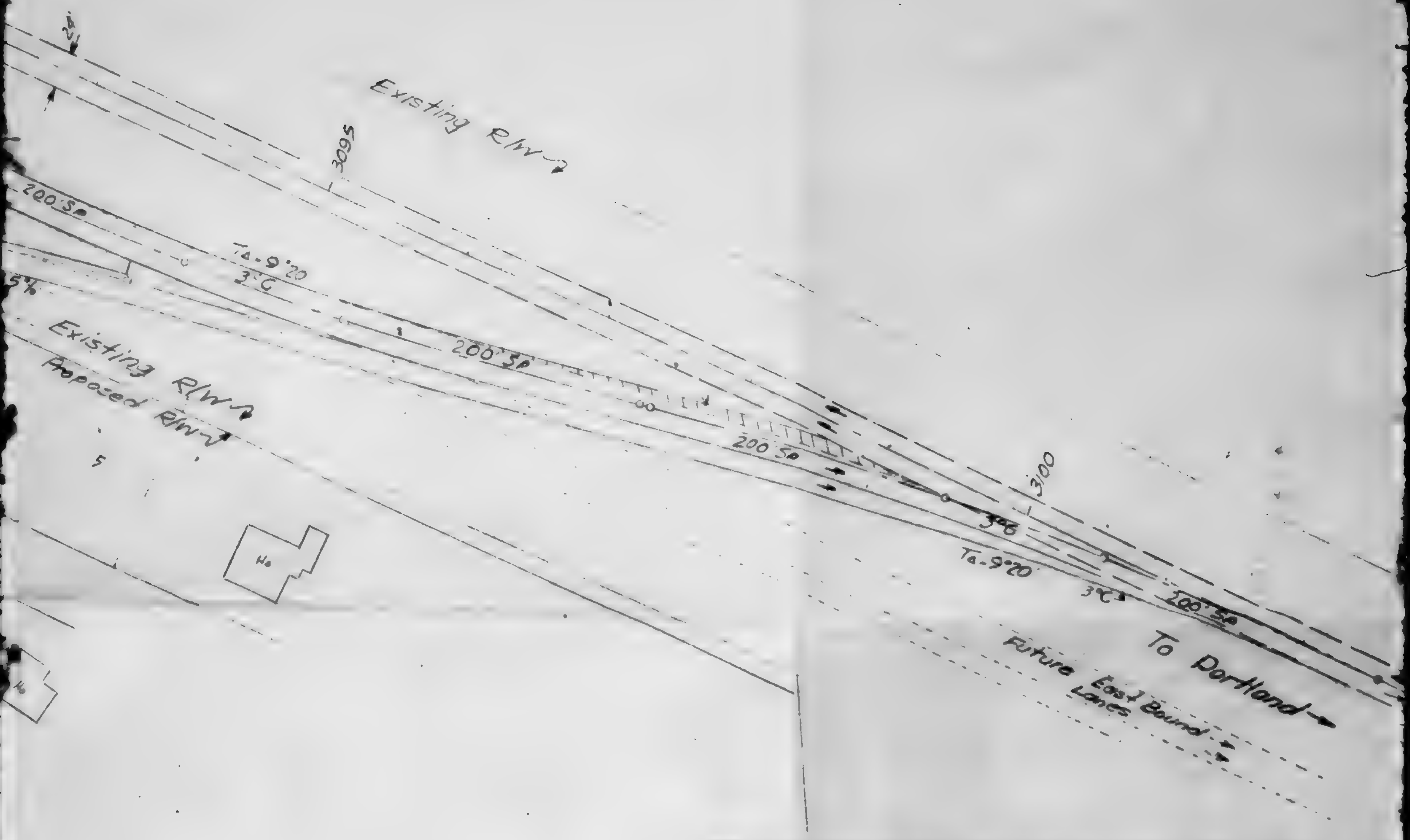
Scale~1" = 100'


3600
3600
100
100
400
200
800
200
1200
3200
3600
2000
400
3200
200
200
800
1200
2000
2200
2200

1975 A.D.T. (As sho
1975 D.H.V = 15% 1


SUBJECT TO CHANGE
Serv. Sta.
Shopping Center
5200→
5200→
As shown : 200→)
15% 1975 A.D.T.
5' Ped Walk & Curb
-4.5%
59'R
75'R
25'R
59'R
25'
10'
Prop R/W
Ho.
Ho.
55'R
25'R
59'R
59'R
Tie to Existing
Murray Road

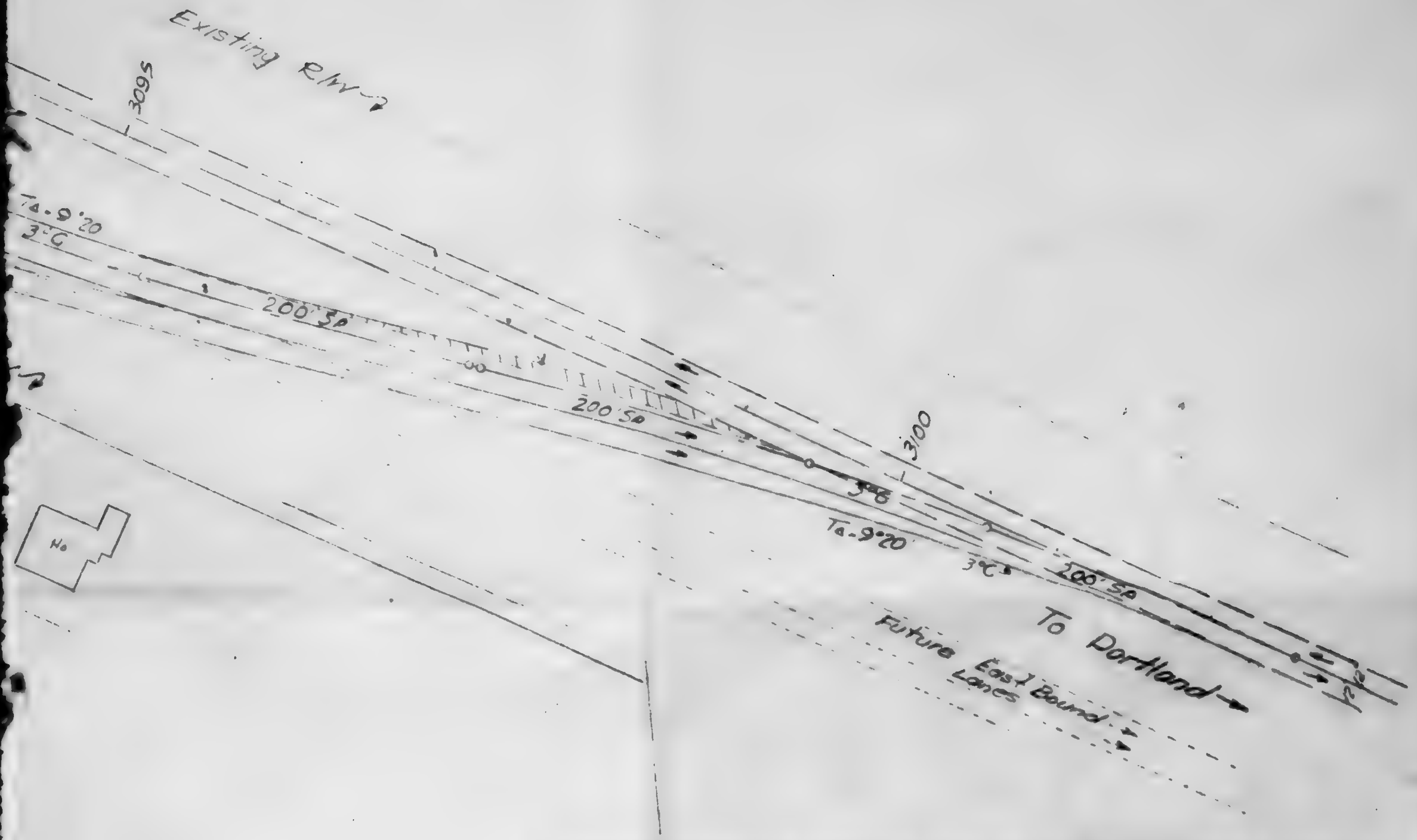

3090
40'SD
-1.35%
100'VC
200'SD
20'
5°C
+2.5%
55R
-4.5%
5' Ped Walk & Curb
55R
140'SP
200 SP
16
10°C
400'VC
350'SD
200'SP
-1.35%
200'SP
-1.35%
24'
24'
75R
25R
Exis
Prop
2
3
①
4
Proposed R/W
MILL CREEK DRIVE
Ho
Ho
Ho
Ho
Ho
Ho
Ho
Ho
Ho
Ho
55R
Ink Curb
25'
Prop R/W
18'
55R
55R
Tie to Existing
Marina Road


24'
Existing R/W
3095
200' S.P.
T∆-9°20'
3°C
5%
Existing R/W
Proposed R/W
5
200' S.P.
200' S.P.
Ho
Ho
3100
3°C
T∆-9°20'
3°C
200' S.P.
To Portland
Future East Bound Lanes

MURRAY ROAD INTERCHANG

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Enginee
Approved			Division Enginee
"			Traffic Engineer
"			Bridge Engineer
"			Construction Eng
"			Dep. Highway En
"			U. S. B. P. R.


Existing R/W
3095
TΔ-9°20
3°C
200' SP
200' SP
3100
3°C
TΔ-9°20
3°C
200' SP
To Portland
Future East Bound Lanes
No

MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"			Traffic Engineer
"			Bridge Engineer
"			Construction Eng'r.
"			Dep. Highway Eng'r.
"			U. S. B. P. R.

FORM E-123 28M REVISED 8-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. Mc IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
AUG 1 1957

E-186 (16)

Cross Referenced To:
Maint
Traffic S
Counsel
Gen

Cross Referenced To:
Maint
Traffic S
Hwy. Light.

July 31st, 1957

Mr. Dick Nokes
City Editor
The Oregonian
Portland, Oregon

Dear Mr. Nokes:

As per Mr. H. Edwards' request to Mr. Forrest Cooper, we are transmitting herewith two copies each of artist's drawings of the proposed Murray Road and Highlands interchanges.

Very truly yours,

W. C. Williams
State Highway Engineer

By

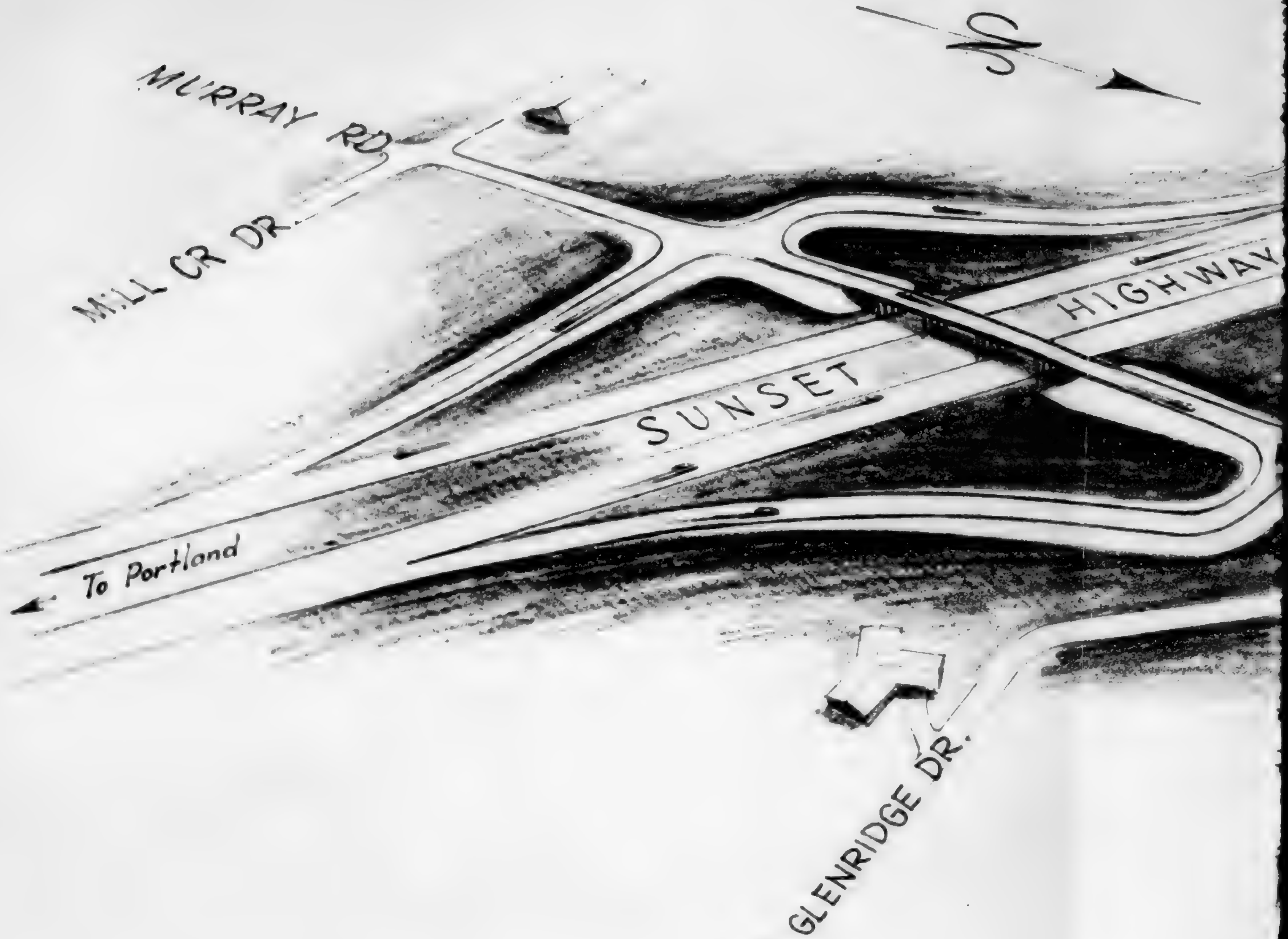
Lloyd P. Shaw
Urban Engineer

K
Enc.

cc to: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
1957

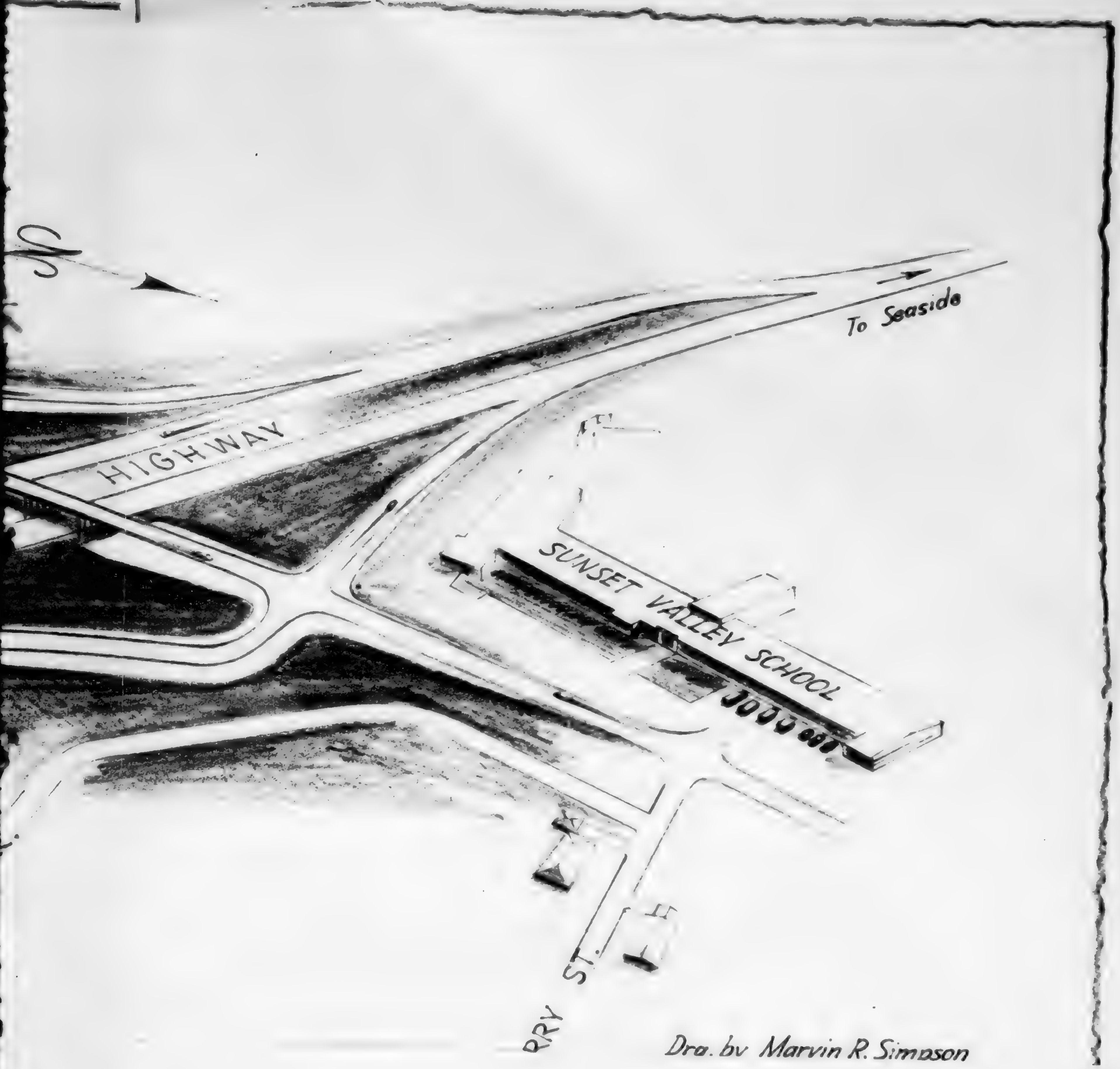

N
MURRAY RD.
MILL CR DR.
SUNSET HIGHWAY
To Portland
N.W. GLENRIDGE DR.

OREGON STATE HIGHWAY DEPARTMENT

MURRAY ROAD INTERCHANGE

WASHINGTON COUNTY

This
Murr
2 la
This
torse


To Seaside
HIGHWAY
SUNSET VALLEY SCHOOL
RRY ST.

Dra. by Marvin R. Simpson

This artist's drawing shows the proposed interchange to be constructed at Murray Road. The existing Sunset Highway will become 2-lane westbound with 2 lanes eastbound to be built additionally through the interchange area. This will be a step toward increasing traffic safety at the Murry Road intersection.

RECEIVED
JUN 19 1957
FOR FILING

[illegible]

[illegible]

Cross Referenced To:
Maint
Traffic S
Channel.
[illegible]

June 18, 1957

Cross Referenced To:
Maint.
Traffic S.
Hwy. Light.

Spec

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

During my absence last week, Mr. Edwards re-examined the design at Murray Road on the Sunset Highway westerly from the Washington County line. Our examination has indicated the desirability of constructing a pattern to four lanes, as suggested in your letter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

TE:AR me

cc Mr. Tom Edwards

RECEIVED
JUN 10 1957
FOR FILING

file

08-35

June 6, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

You recently received Stage 1 program approval of several interchanges and separation structures on the Sunset Highway westerly from the Multnomah-Washington County Line. Since then we received for review a plan layout of the proposed improvement at Murray Road included in the approved program.

The plans indicate only two-lane construction on the main road with the lanes separated by a 6' median. To accomplish this the existing pavement is to be widened from 24' to 34'. A diamond type interchange is proposed with two permanent and two temporary ramps.

The indicated 1975 ADT is 7200 to 10400 on the main road, 3600 to 4400 on the cross road with the connecting roads carrying from 400 to 2000.

After reviewing the proposed design at the site, we are of the opinion the volume and speeds of present traffic alone, justifies construction of a four-lane separated highway for a distance of 1300 - 1500' each direction from the separation structure. We will be very reluctant to approve the plan as proposed which includes about 8' of pavement widening and temporary construction of parts of two connecting ramps, all of which would be lost when eventual four lane construction is made.

Very truly yours,

C. G. POLK
Division Engineer

Original
to Elw
with instructions
"please
to
handle"

RECEIVED
MAY 31 1957
FOR FILING

E-12 (11)

5112

Cross Referenced To:
Maint
Traffic S
Channel
Fr

Cross Referenced To:
Maint
Traffic S
Hwy Layout

May 29, 1957

Mr. Phil Hewitt, Superintendent
Sunset Valley School
575 N. Murray Road
Portland 1, Oregon

Dear Sir:

This will acknowledge your letter of May 28, 1957 re the Murray Road Interchange on the Sunset Highway. Although our plans are not as yet in final form, we do have a preliminary layout for the interchange, a copy of which I am attaching for your information.

The Highway Commission has been cognizant of the need of an interchange at Murray Road for some time, the problem being to arrange the necessary financing, which it has now been able to accomplish.

Thank you for your letter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:ms

Encl.

cc Mr. W. C. Williams

For map see attachment
to letter addressed to
Herbert H. Anderson

Sunset Valley School

DISTRICT NO. 6
575 N. W. MURRAY ROAD
PORTLAND 1, OREGON

REFERRED TO
Cooper
please reply direct.

May 28, 1957

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

We were very pleased to see a recent article in the paper where funds have been set aside for an interchange at Murray Road and the Sunset Highway. We also are very grateful for your recommendation of this interchange.

Recently we have noticed surveyors in this area, and we are very much concerned as to how close any part of this construction, if it is to be an overpass, would be to the school. Maybe we are way ahead of ourselves, but we are very much interested in this project.

Thanks again for your support, Mr. Williams. If there is any way that we may help, please fell free to call on us.

Sincerely yours,

Phil Newitt
Phil Newitt
Superintendent
Sunset Valley School

PGN:vh

NOTED
FORREST COOPER

RECEIVED
1957

RECEIVED
MAY 13 1957
FOR FILING

May 10, 1957

Oregon State Highway Commission

Gentlemen:

We have had many requests for the elimination of a surface crossing of the Sunset Highway at Murray Road at M.P. 67.12, which is the location of the interchange requested by the Sunset Valley School delegation that appeared before you recently. Our studies have definitely indicated the need for an overcrossing and an interchange at that point.

In our contemplated 1960-61-62 construction program we had included an amount of $1,020,000 for interchanges on the Sunset Highway; however, a further study of the matter indicates the definite need at this time for the Murray Road interchange, and I believe it is desirable that we advance construction to our present two-year program by deferring improvement on the Washington County Line-S. W. 14th Avenue Section of the Sunset Highway in Multnomah County, for which project we are carrying an item of $930,000 in our two-year program. It is doubtful if we could get to this project anyhow in the first two-year period.

By letter to you dated May 8, 1957, I recommended that $425,000 of this money be transferred to the Forest Grove job, to be replaced in the coming program by like amount when the next program is made up. In order to clarify this matter, I give you the following run down:

Transfers from Two-year Program:

From	To	
Washington County Line-S. W. 14th Avenue Section	Forest Grove Project	$425,000
	Murray Road Overcrossing	455,000
	Total	$880,000

These amounts to be considered for replacement in future program by deleting from the following items in the proposed 1960-61-62 budget:

Sunset Highway - three interchanges (North Plains, Cornelius Pass, and Cornell Road)	$1,090,000	(reduce $455,000)
Tualatin Highway, Reedville-Hillsboro Section	1,200,000	(reduce $425,000)

This matter will be on the agenda at the next meeting and your approval of these changes is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison

FC:me fn

Forrest Coo[illegible]

Murray Road Interchg
Sunset Hwy.

[illegible] The prints given you several days ago bore 1956 [illegible] figures instead of 19[illegible] as indicated.

[illegible] 1975 figures are shown in red on the accompanying print.

T
) are 1956 ADT.

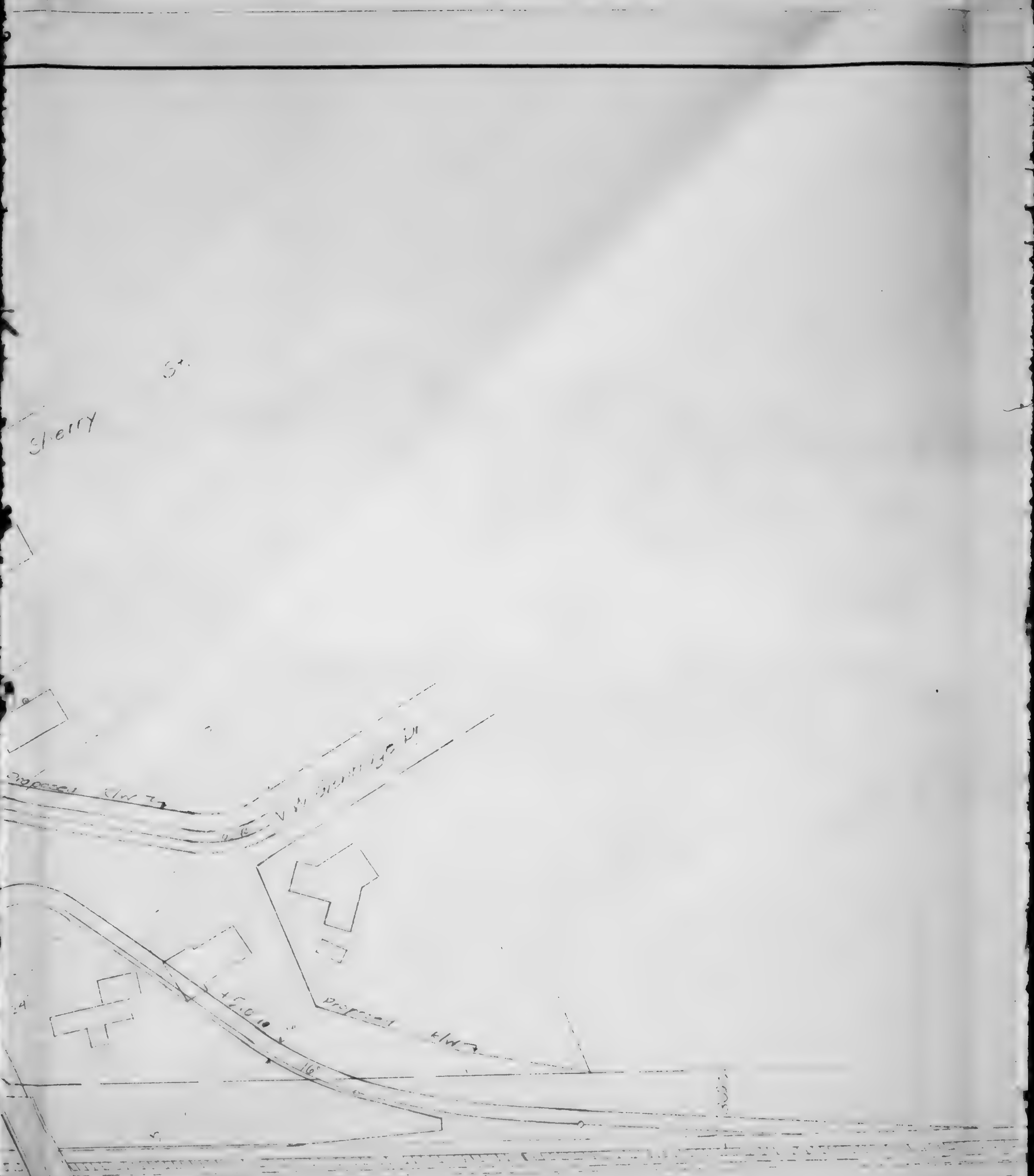
MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/25/57		Traffic Engineer
"	4-25-57	P. M. Stephenson	Bridge Engineer
"	4-24-57	Sam Edwards	Construction Eng'r.
"	4/25/57	Forrest Cooper	Dep. Highway Eng'r.
"			U. S. B. P. R.

MATCH LINE STA 24+11.6E
30.10
70'
24
Exg. Elev.
Exg Pavement
300

Parking
Bus Area
Sherry
Parking
4' Ped Walk & Curb
4.5%
10
Proposed
4.0%
200 SP
30
Temporary Connection
200


St.
Sherry
Proposed R/W
V.W. Brunidge Dr.
Proposed R/W
+5.0
16'
Temporary Connection
250' SP
20 VC
50 SD

BERGER RANCH - BARNES
SUNSET HIGHWAY
WASHINGTON COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER
8	OREGON	

Standard Interchange Layout S

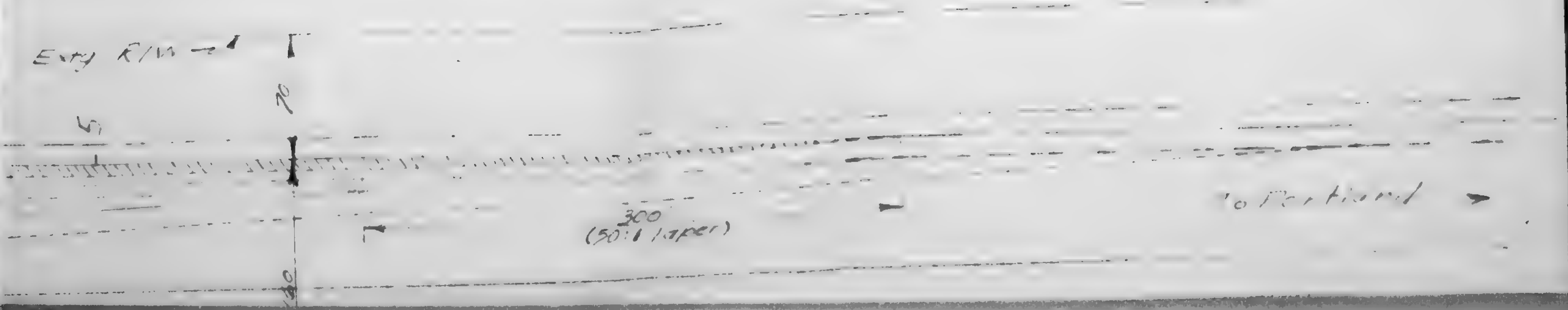
Exist R/W →
10
12
5
70
100
300'
(50:1 taper)

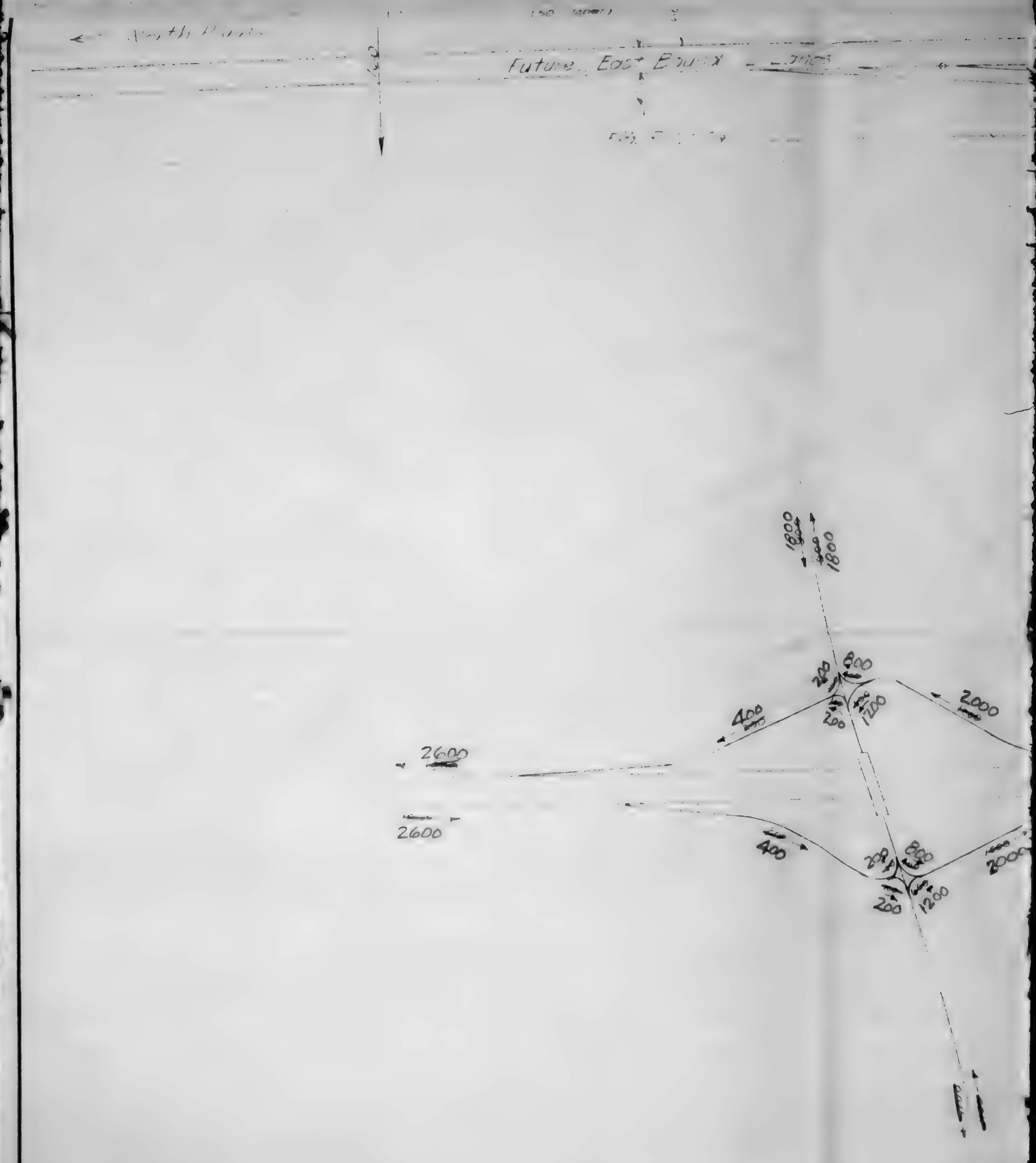
BERGER RANCH - BARNES RD. SEC.
SUNSET HIGHWAY
WASHINGTON COUNTY

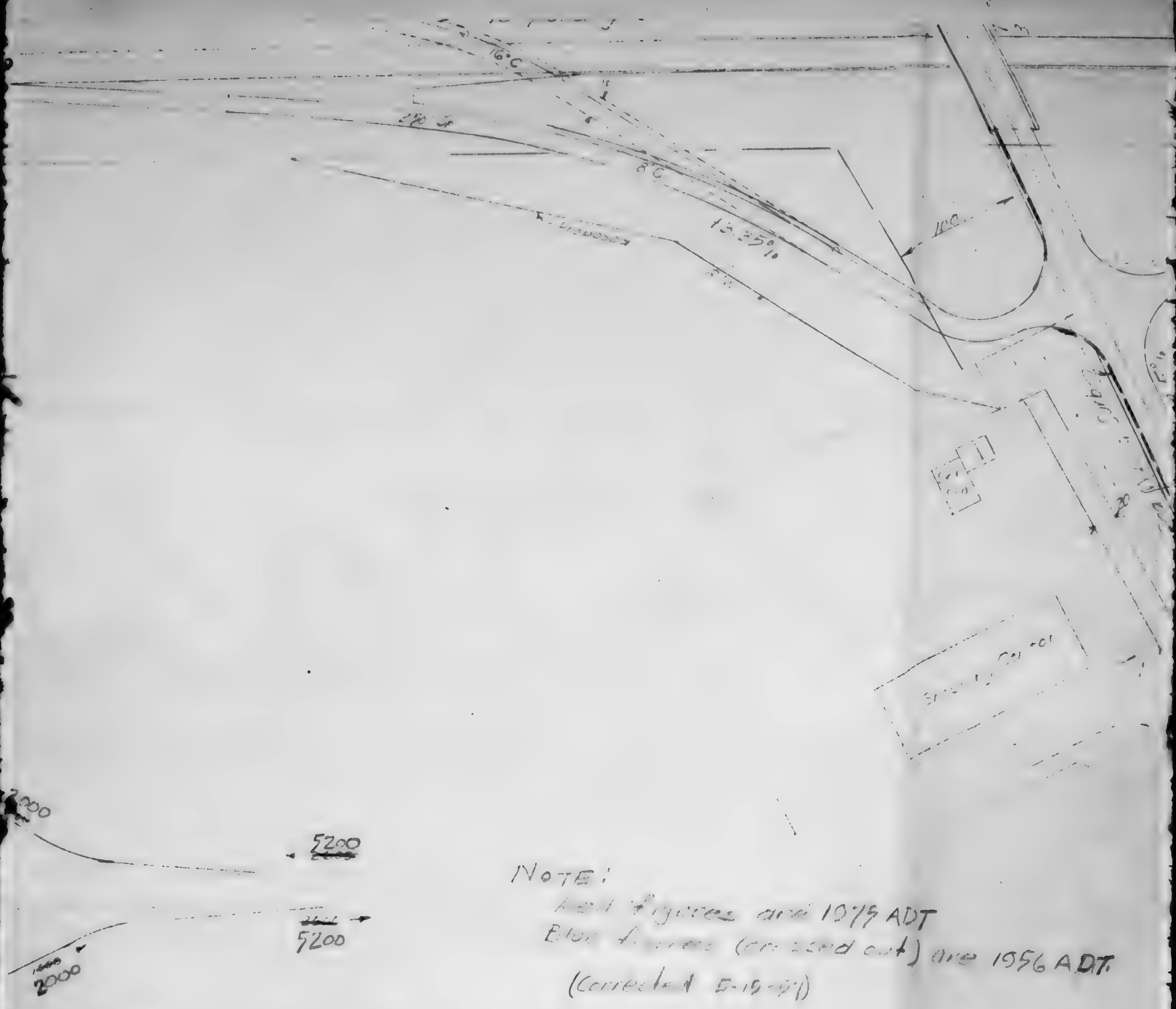
SHEET No.

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	**OREGON**			

Standard Interchange Layout Sheet

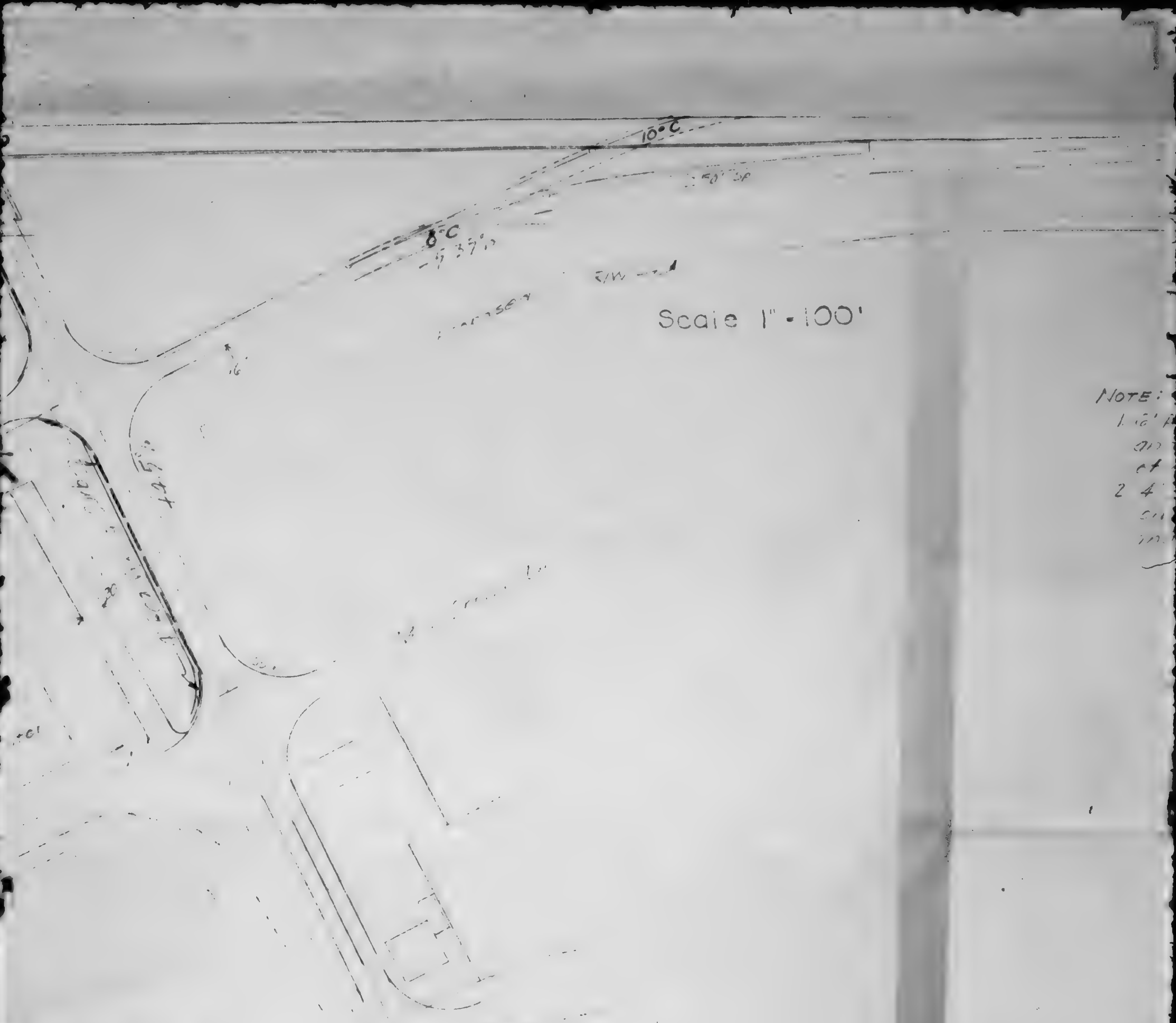

Exty R/W
70
5
300
(50:1 taper)
To Portland
40

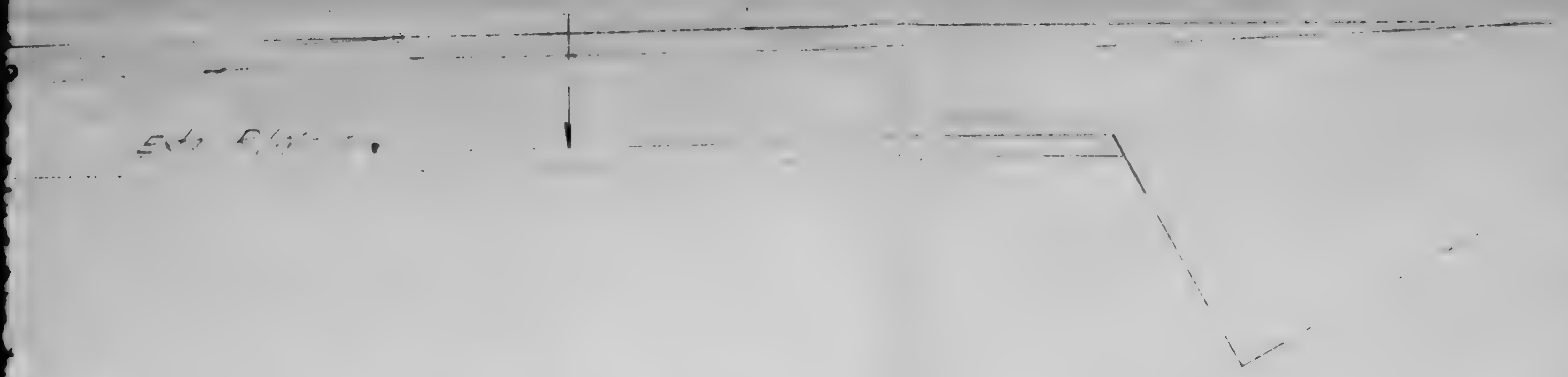

Future East Bronx
2000
1800
1800
2000


16°C
8°C
13.35%
100
Curb
2000
5200
~~2800~~
5200
2000

NOTE:
Red figures are 1975 ADT
Blue figures (crossed out) are 1956 ADT.
(Corrected 5-15-57)

1975 ADT (As Shown: 200→)
1975 D.H.V. = 15% 1975 ADT


10°C
50' R
8°C
R/W
Scale 1" = 100'
NOTE:
1. 6'
2. 4'
14.5'
16
56 A.D.T.
Tie into Existing Murray Rd.

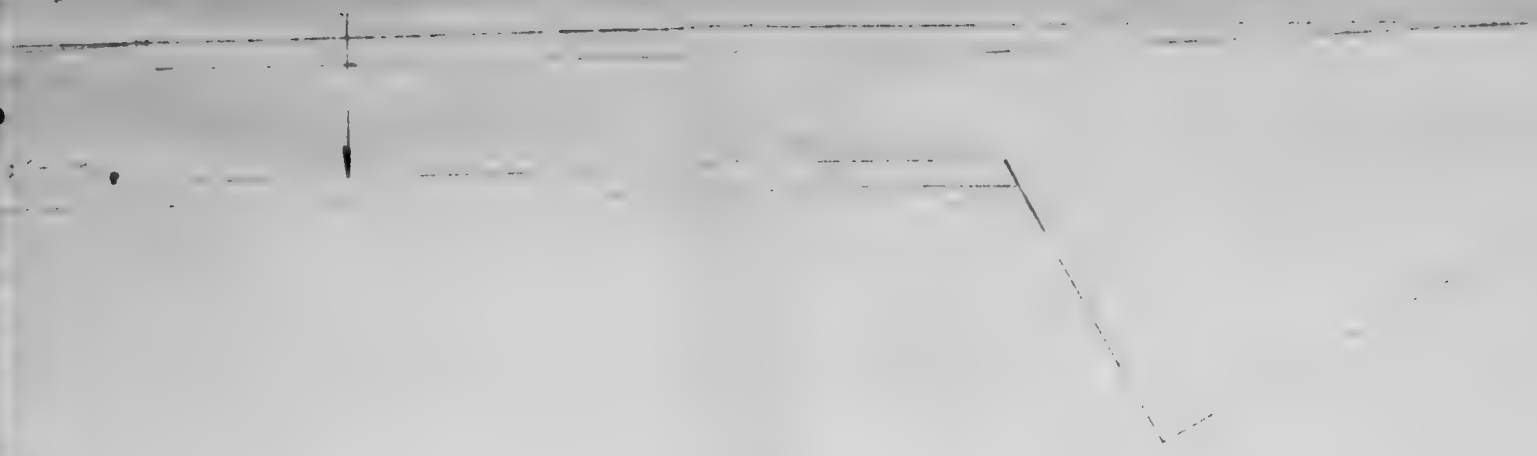


NOTE:
1. 6' Asphaltic Concrete Traffic Divider Median and 2-lane widening on Southerly side of existing roadway
2. 4' Pedestrian [illegible] [illegible] [illegible] side of [illegible] future only.

MURRAY ROAD INTERCHAN

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engi
Approved			Division Engin
"	4/25/57	F.B. Crandall	Traffic Enginee
"	4-25-57	P.M. Stephenson	Bridge Enginee
"	4-24-57	Tom Edwards	Construction E
"	4/25/57	Forrest Cooper	Dep. Highway
"			U. S. B. P. R.



Se[illegible]te Traffic [illegible] Median
[illegible] widening on Southerly side
[illegible] roadway
[illegible] and [illegible] one
[illegible] of [illegible]
[illegible]ire only.

MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/25/57	F. B. Crandall	Traffic Engineer
"	4-25-57	P. M. Stephenson	Bridge Engineer
"	4-24-57	Tom Edwards	Construction Eng'r.
"	4/25/57	Forrest Cooper	Dep. Highway Eng'r.
"			U. S. B. P. R.

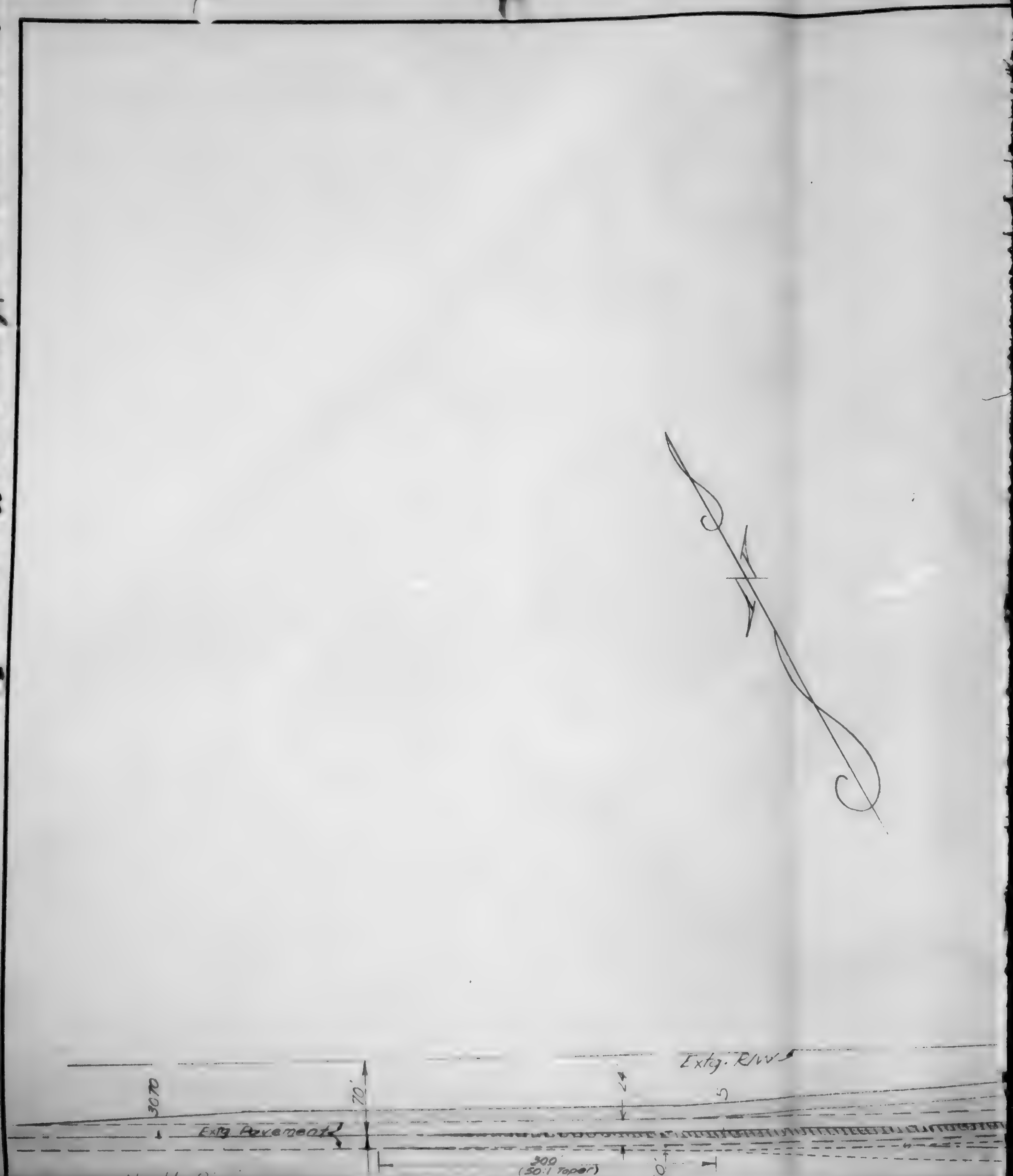
Area
Parking

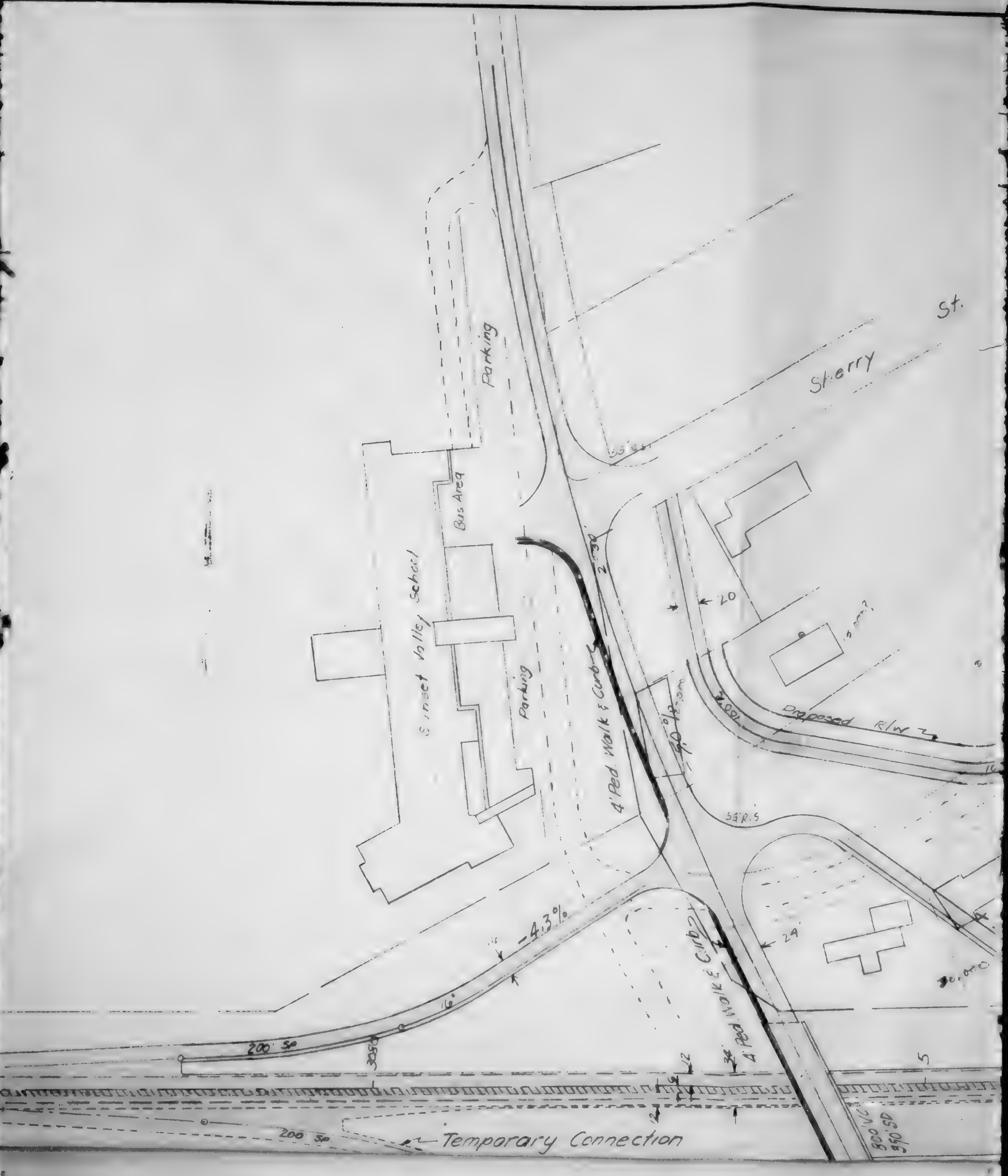
ED 2-LANES WITH
RARY CONNECTIONS

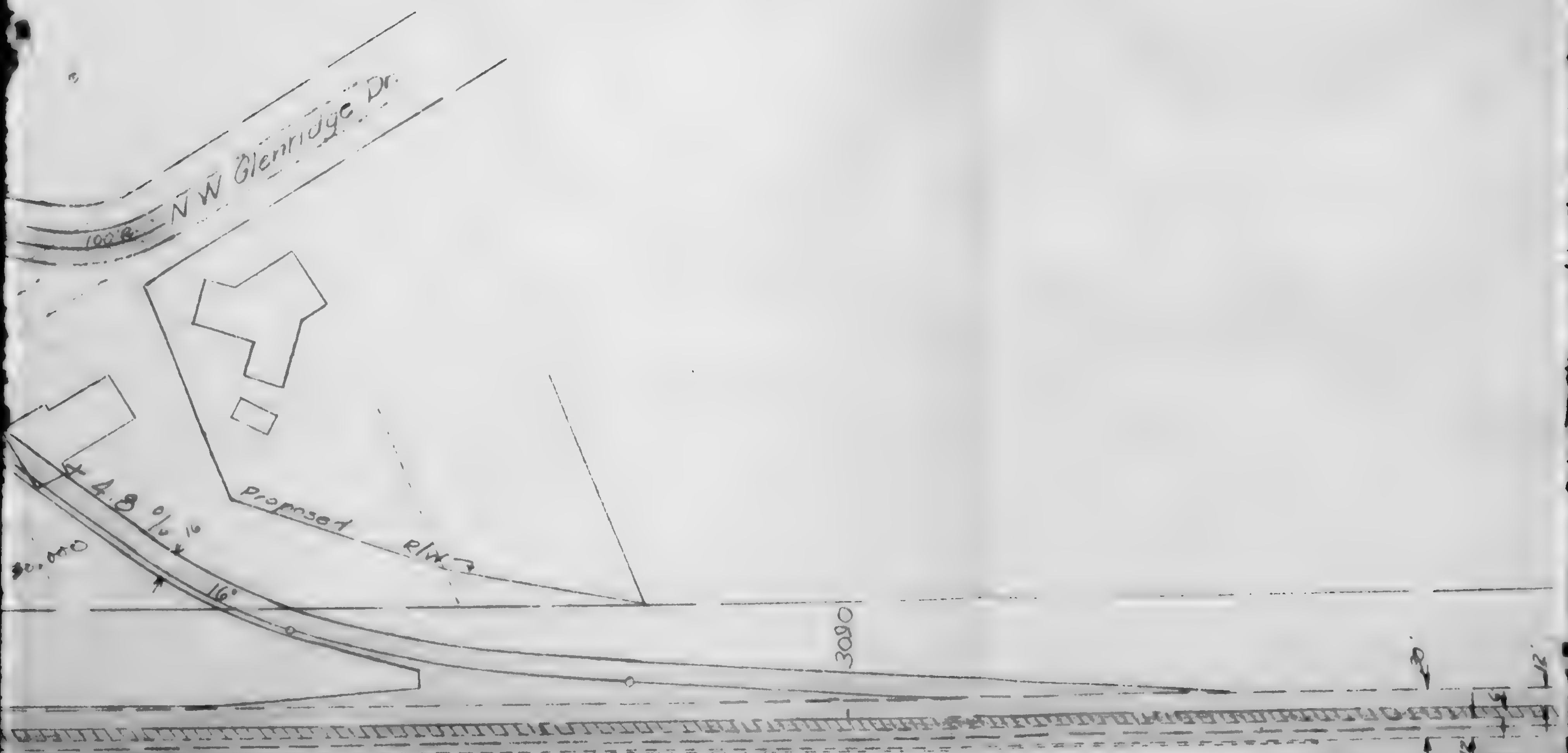
MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/25/57	F.B. Crandall	Traffic Engineer
"	4-25-57	P.M. Stephenson	Bridge Engineer
"	4-24-57	Tom Edwards	Construction Eng'r.
"	4/25/57	Forrest Cooper	Dep. Highway Eng'r.
"			U. S. B. P. R.


Extg. R/W
Extg Pavement
(50:1 Taper)

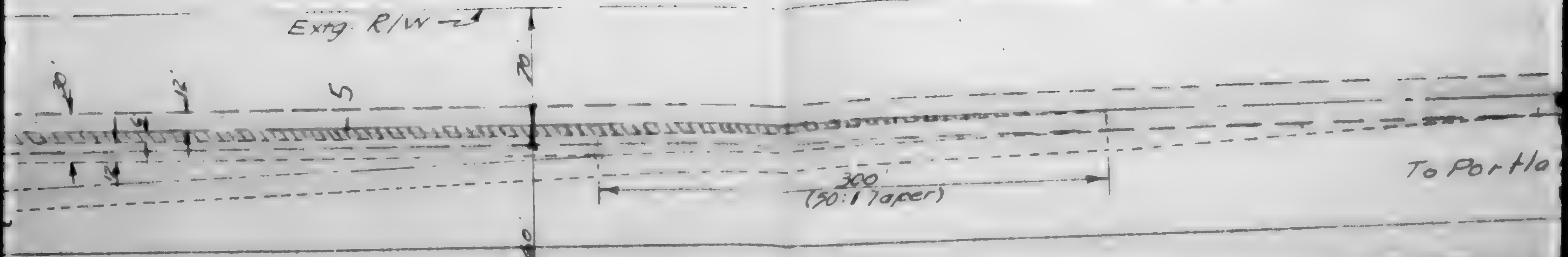

Sherry St.
Parking
Bus Area
Sunset Valley School
Parking
4' Ped. Walk & Curb
2.30%
20
Proposed R/W
2.00%
55' R.S
-4.3%
16'
200' SD
30SD
4' Ped. Walk & Curb
24
12
6
12
34
5
800' VC
950' SD
200' SD
Temporary Connection


N W Glenridge Dr.
100'R
+4.8%
16°
30,000
Proposed R/W
3090
Temporary Connection
250' Sp
10°C

BERGER RANCH - BARNES RD. SEC.
SUNSET HIGHWAY
WASHINGTON COUNTY

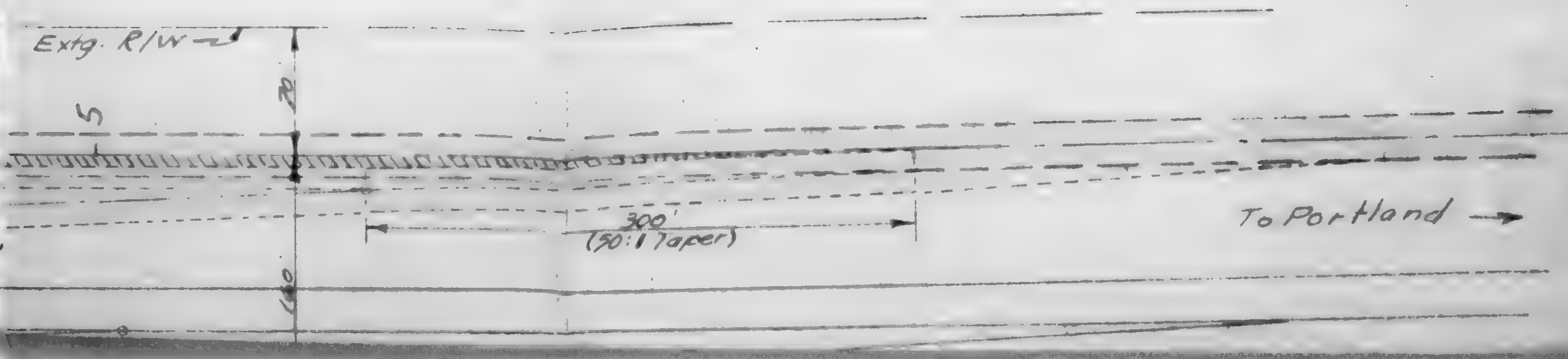
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON		

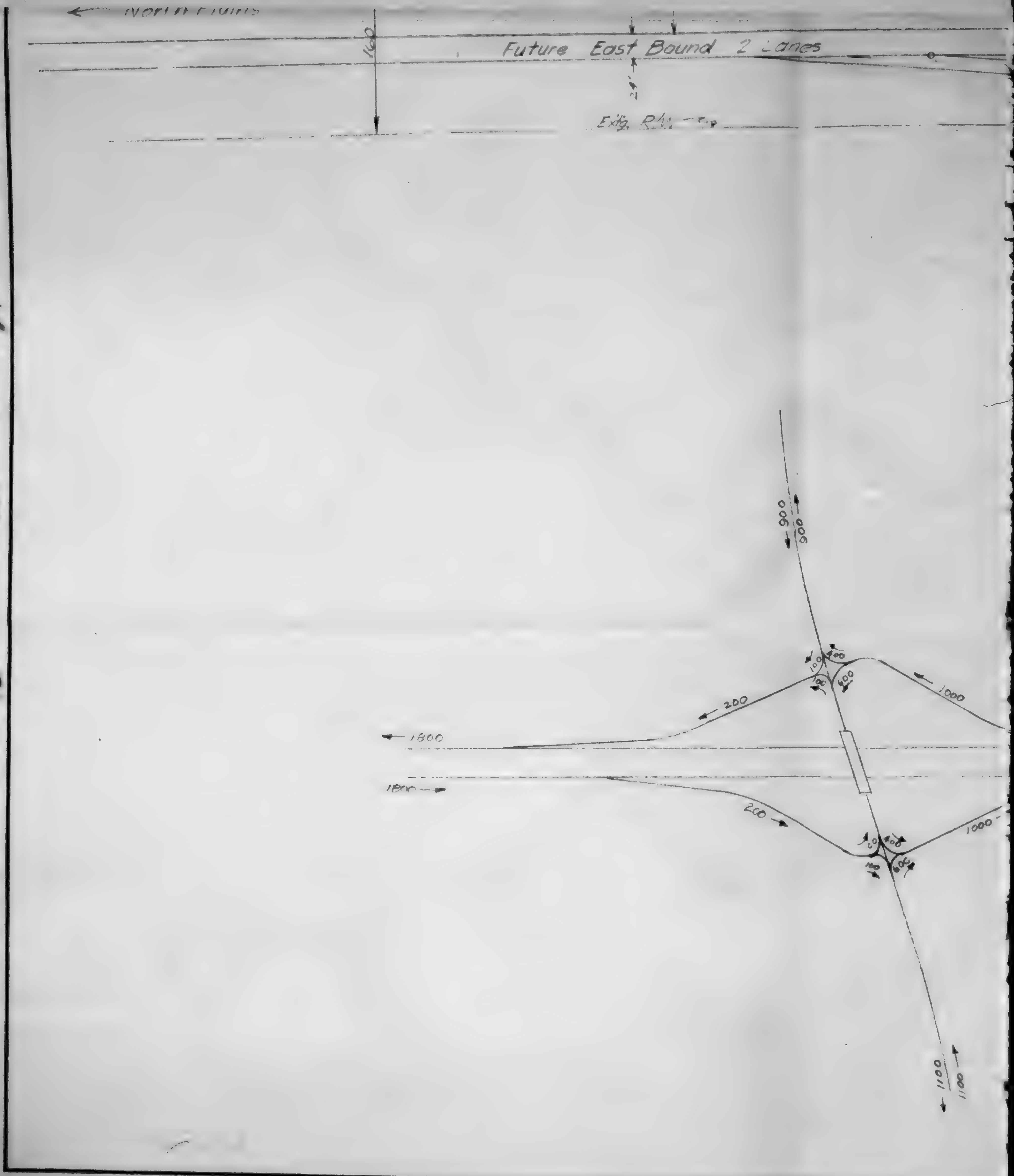
Standard Interchange Layout Sheet

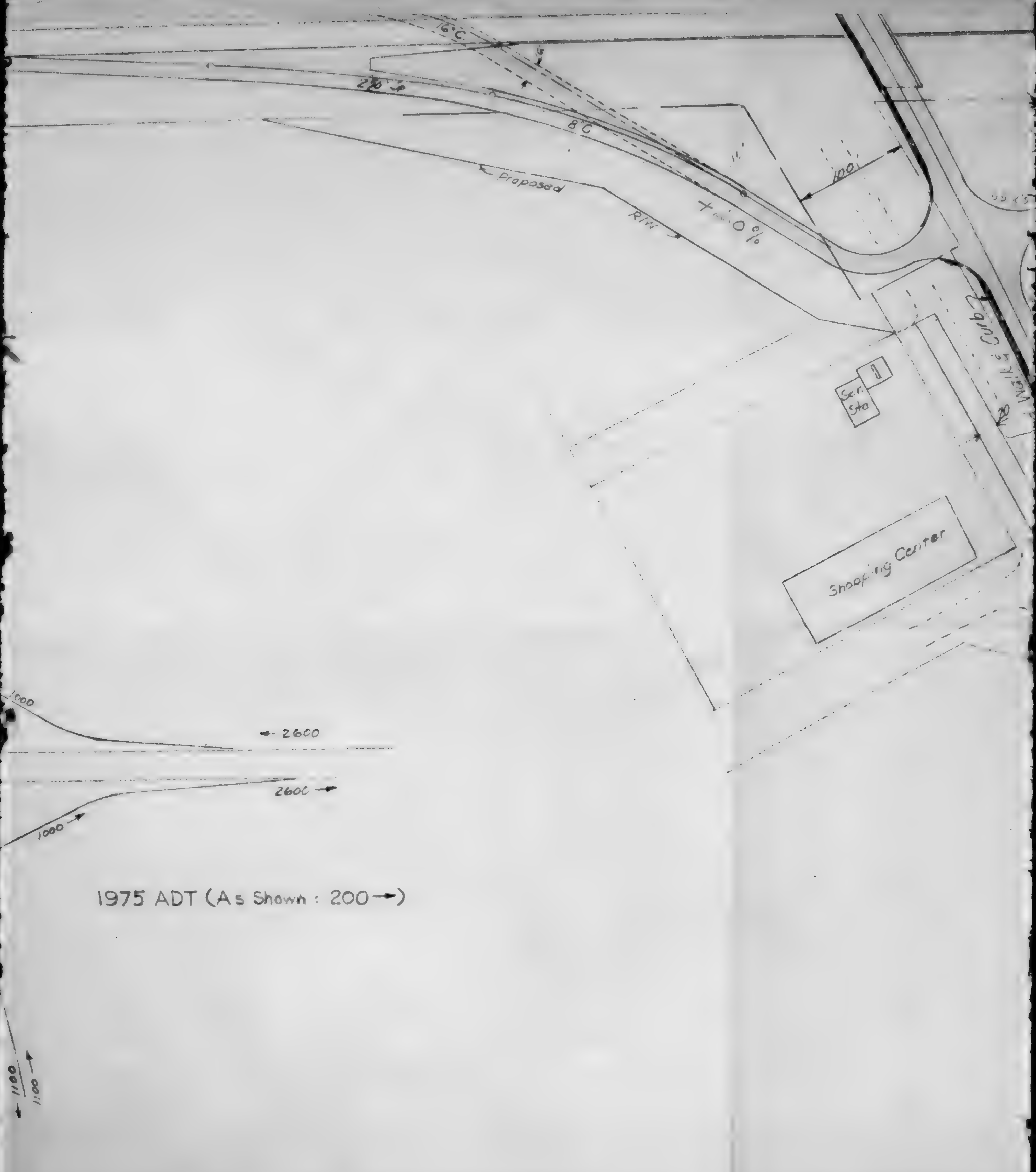

Extg. R/W
20'
12'
5
70'
6
12
300'
(50:1 Taper)
100
To Portla

BERGER RANCH - BARNES RD. SEC. SUNSET HIGHWAY WASHINGTON COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

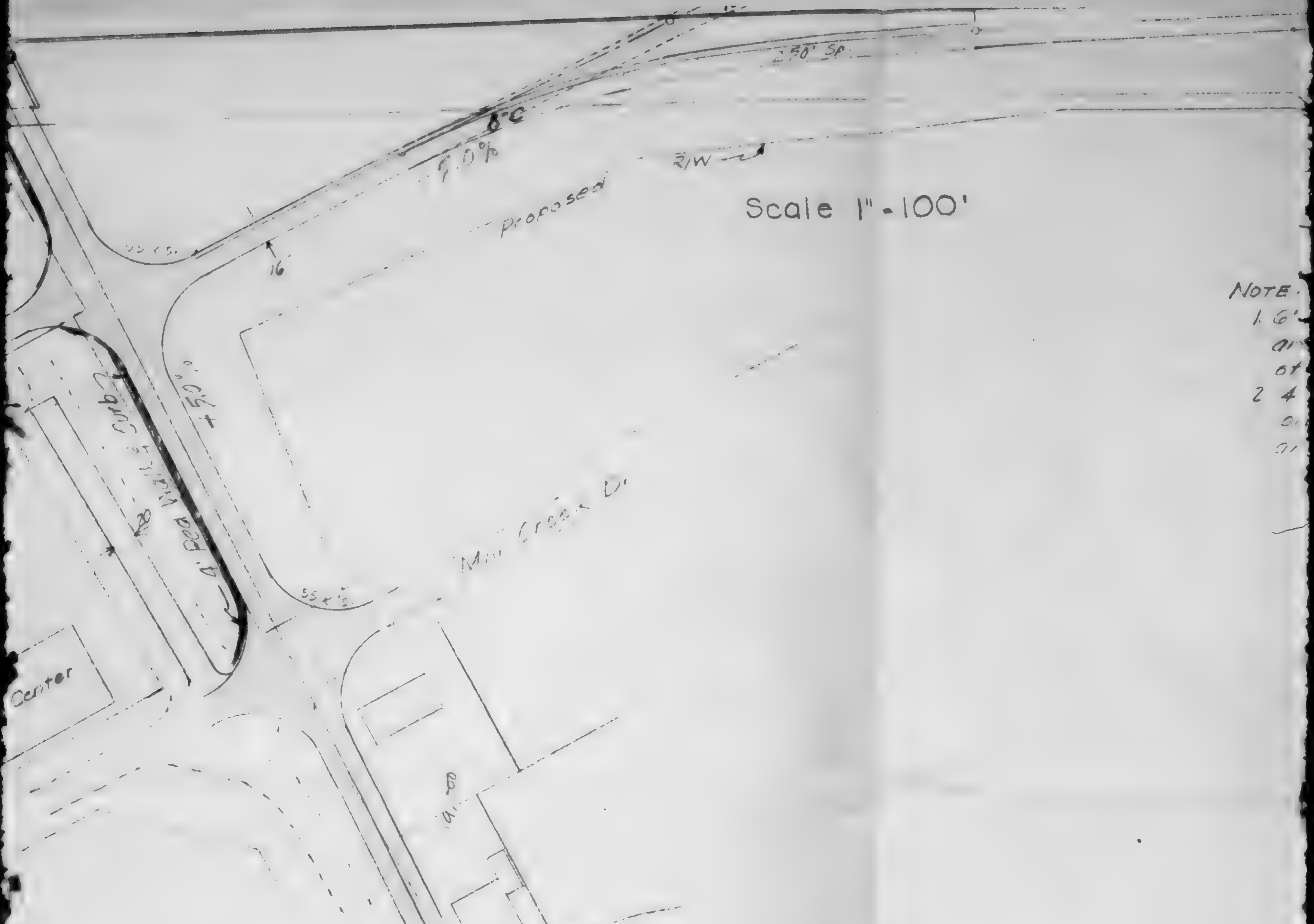
Standard Interchange Layout Sheet

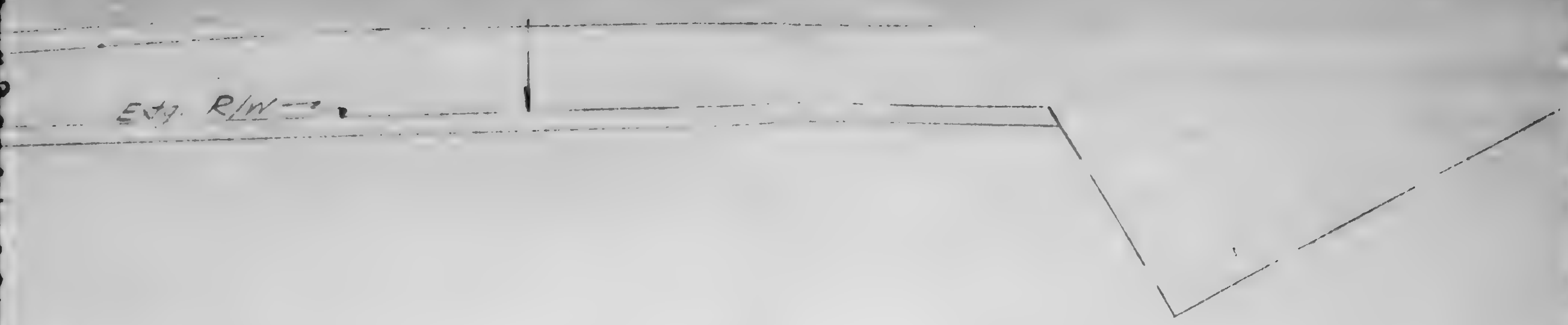

Extg. R/W
5
70
300'
(50:1 Taper)
100
To Portland


← North Plains
Future East Bound 2 Lanes
Extg. R/W
1800
1800


16°C
2°0'
8°C
Proposed
R/W
+2.0%
100'
Walk & Curb
20'
Ser. Sta
Shopping Center
1000
← 2600
2600 →
1000 →
1100
← 1100

1975 ADT (As Shown : 200 →)


Scale 1" - 100'
250' Sp.
8°C
5.0%
R/W
Proposed
16'
4' Ped Walk & Curb
50'
Mill Creek Dr.
55' R.
Center
8'
Tie into Existing Murray Rd.
NOTE.
1. 6'
2. 4



NOTE:
1. 6' Asphaltic Concrete Traffic Marker Median and 2-Lane widening on Southerly side of existing roadway.
2. 4' Pedestrian walk and conc. curb on Westerly side of Murray Road and structure only.

PROPOSED 2-LANES WITH TEMPORARY CONNECTIONS

MURRAY ROAD INTERCHAN

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Eng
Approved			Division Engi
"	4/25/57		Traffic Engine
"	4-25-57	P.M. Stephenson	Bridge Engine
"	4-24-57	Tom Edwards	Construction
"	4/25/57	Forrest Cooper	Dep. Highwa
"			U. S. B. P. R.

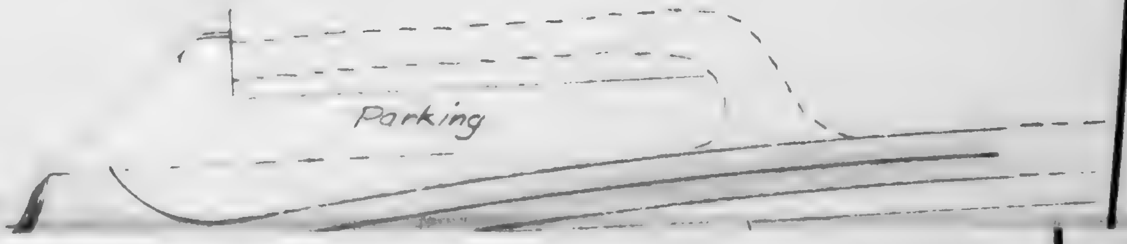
Concrete Traffic Marker Median
e widening on Southerly side
roadway
an walk and conc curb
side of Murray Road
ture only.

PROPOSED 2-LANES WITH TEMPORARY CONNECTIONS

MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/25/57	F.B. Crandall	Traffic Engineer
"	4-25-57	P.M. Stephenson	Bridge Engineer
"	4-24-57	Tom Edwards	Construction Eng'r.
"	4/25/57	Forrest Cooper	Dep. Highway Eng'r.
"			U. S. B. P. R.

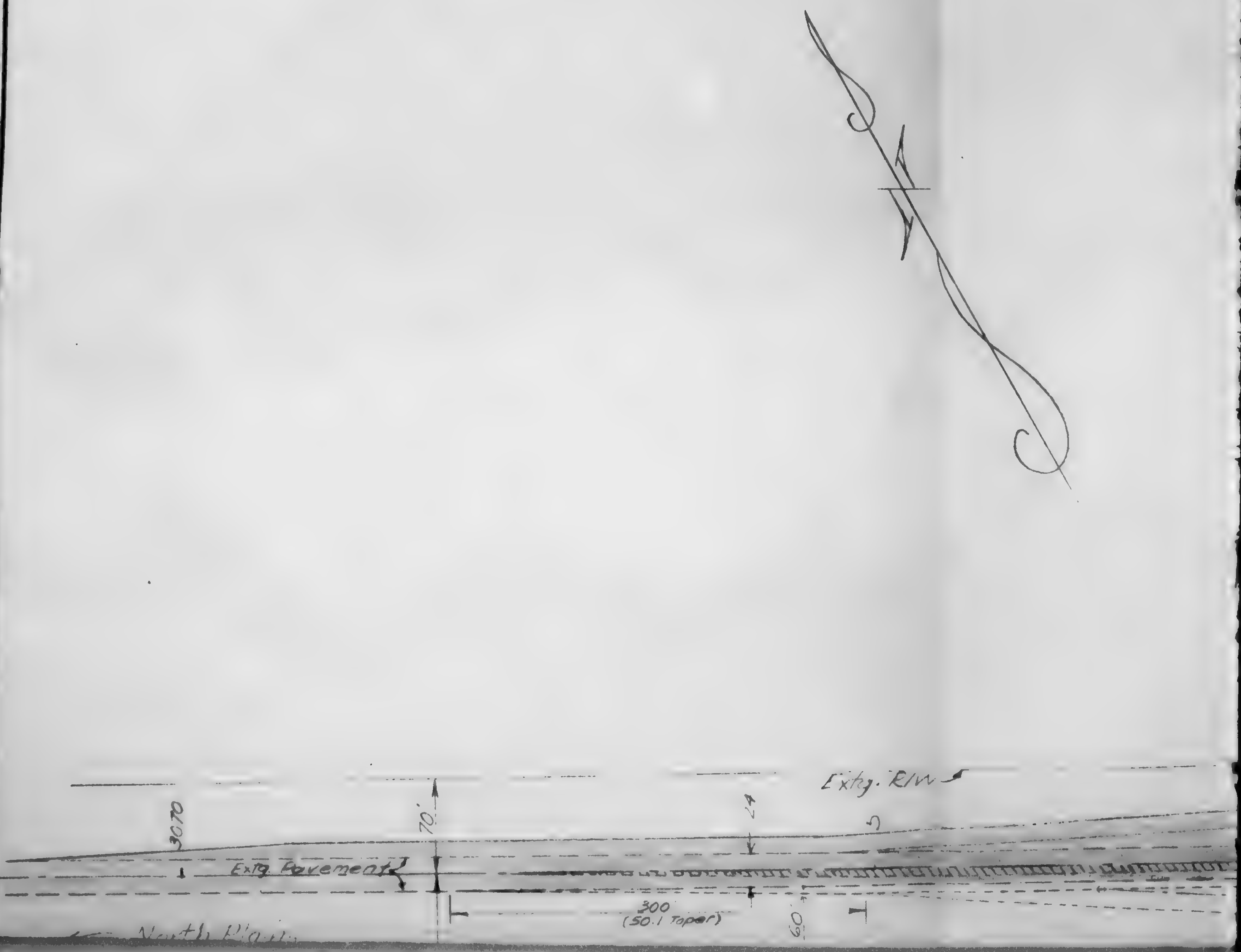


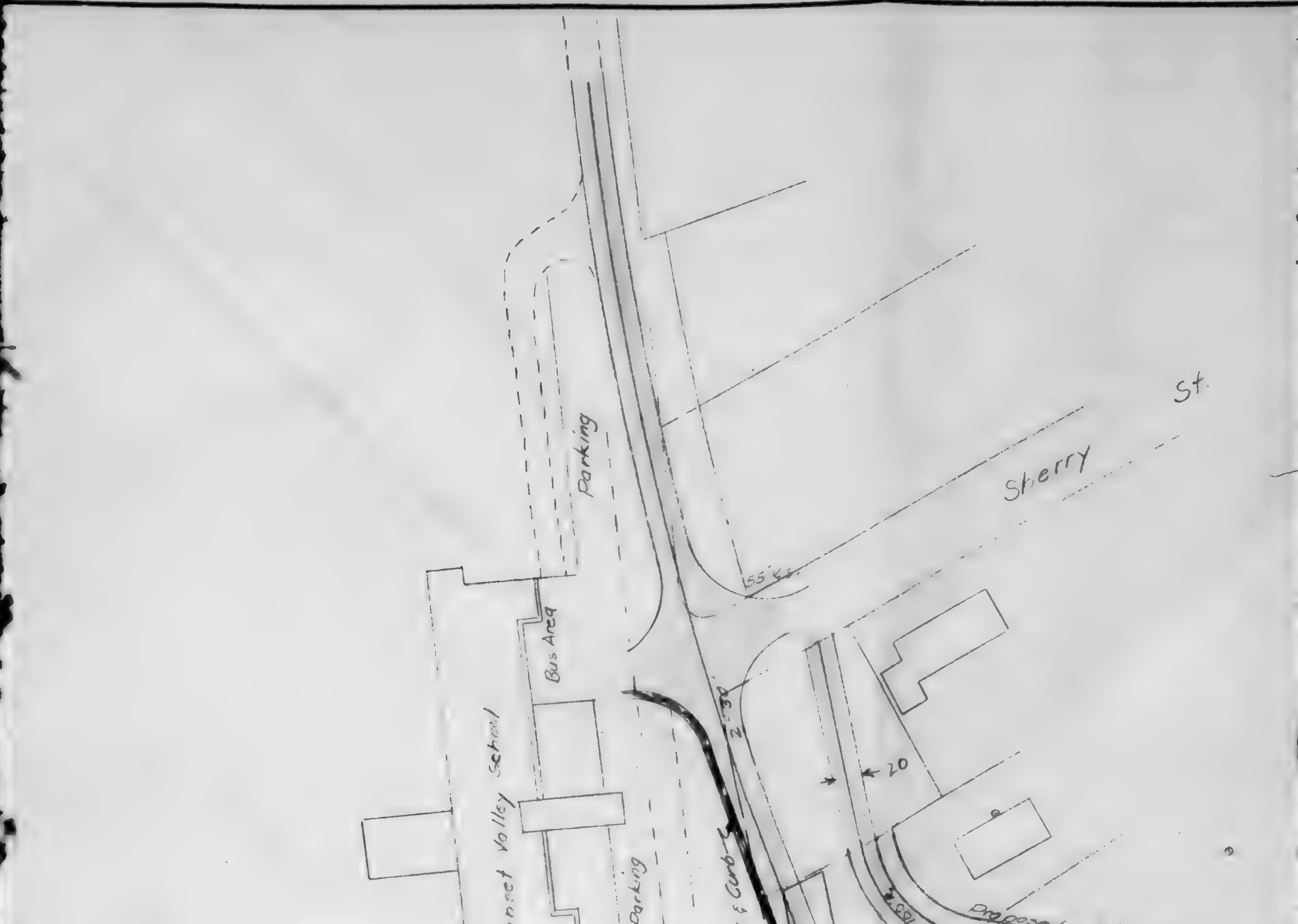
E 4-LANE DESIGN

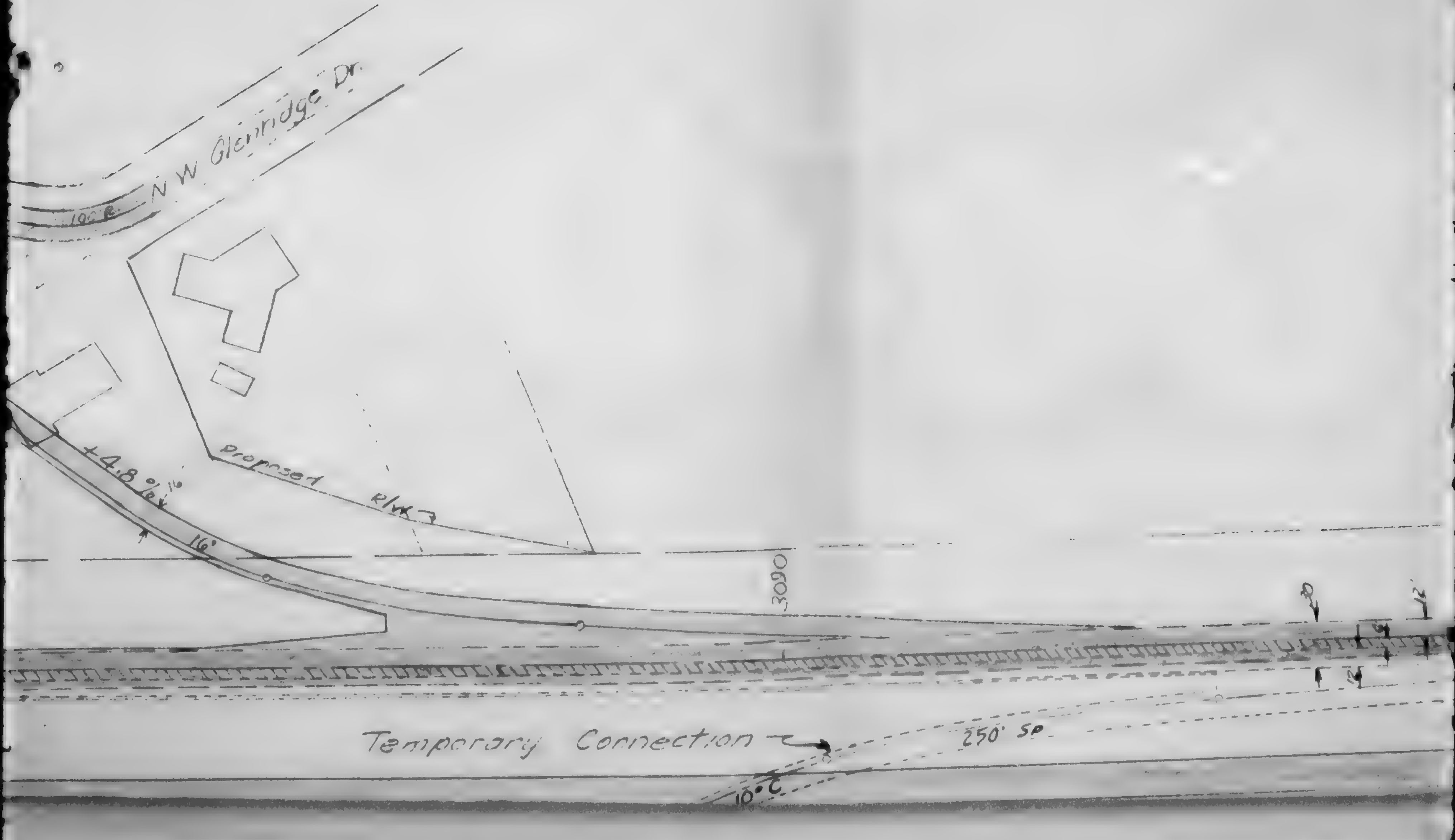
MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/25/57	[illegible]	Traffic Engineer
"	4-25-57	P.M. Stephenson	Bridge Engineer
"	4-24-57	Tom Edwards	Construction Eng'r.
"	4/25/57	Forrest Cooper	Dep. Highway Eng'r.
"			U. S. B. P. R.

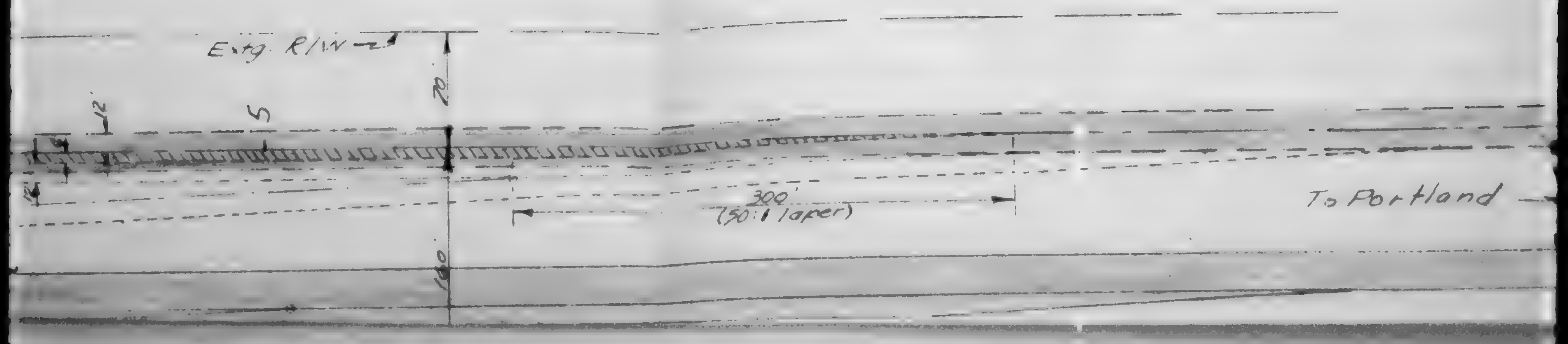

Extg. R/W
3070
70'
24
Extg. Pavement
300
(50:1 Taper)
60'
North


Sherry St.
55' R.S.
Parking
Bus Area
Sunset Valley School
Parking
2.3%
20
4' Ped Walk & Curb
100' R.
Proposed R/W
100' R.
-5.0%
55' R.S.
+4.0
-4.3%
16'
16'
4
200' SP
305 SD
12
34
4' Ped Walk & C.H.
5
310 VC
390 SD
200' SP
Temporary Connection

N.W. Glenridge Dr.
100' R.
+4.8 %
16°
Proposed R/W
3090
Temporary Connection
250' SP
10° C
10'
12'

BERGER RANCH - BARNES RD. SEC. SUNSET HIGHWAY WASHINGTON COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

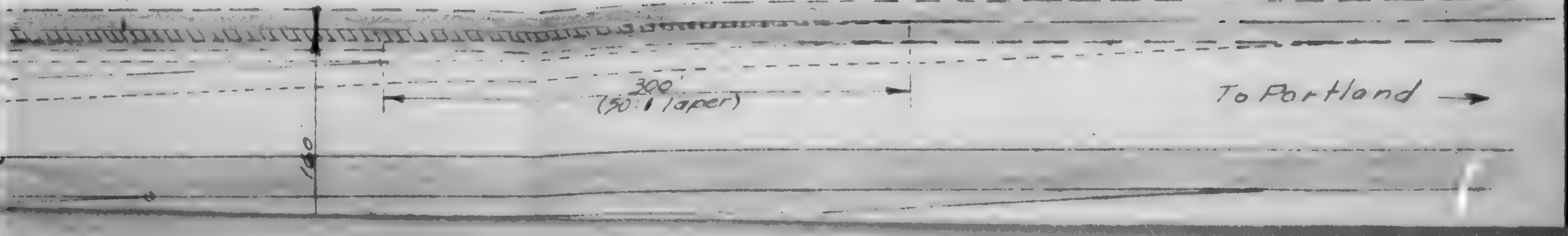
Standard Interchange Layout Sheet


Extg. R/W
70
12'
5
12'
300'
(50:1 taper)
To Portland
100

BERGER RANCH - BARNES RD. SEC.
SUNSET HIGHWAY
WASHINGTON COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON				

Standard Interchange Layout Sheet



Extg. R/W
70
5
300'
(50:1 Taper)
To Portland →
100

RECEIVED
MAY 31 1957
FOR FILING

[illegible]

[illegible]

Cross Referenced To:
Maint.
Traffic
Hwy Light

Cross Referenced To:
Maint
Traffic
Planning

May 28, 1957

Mr. Herbert H. Anderson
Koerner, Young, McColloch & Dezendorf
Attorneys at Law
Eighth Floor, Pacific Building
Portland 4, Oregon

3-1

Dear Sir:

As requested in your letter of May 18, 1957, there are enclosed herewith a preliminary plan of the Murray Road interchange and two aerial photographs of the same vicinity.

In regard to your request relative to plans for an interchange at Cedar Hills Boulevard, the Highway Department does not anticipate an interchange at that location, but tentative planning indicates that said Boulevard will overpass the Sunset Highway at some future date.

If you desire any further information regarding the above mentioned locations, please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

LPS:jc me

Enclosure

cc Mr. Forrest Cooper
Mr. Tom Edwards

RECEIVED
MAY 31 1957
FOR FILING

[illegible]

5[illegible]

Cross Referenced To:
Maint
Traffic S
Hwy Exit

Cross Referenced To:
Maint
Traffic S
Channel
Gen

May 28, 1957

Mr. Herbert H. Anderson
Koerner, Young, McColloch & Dezendorf
Attorneys at Law
Eighth Floor, Pacific Building
Portland 4, Oregon

369

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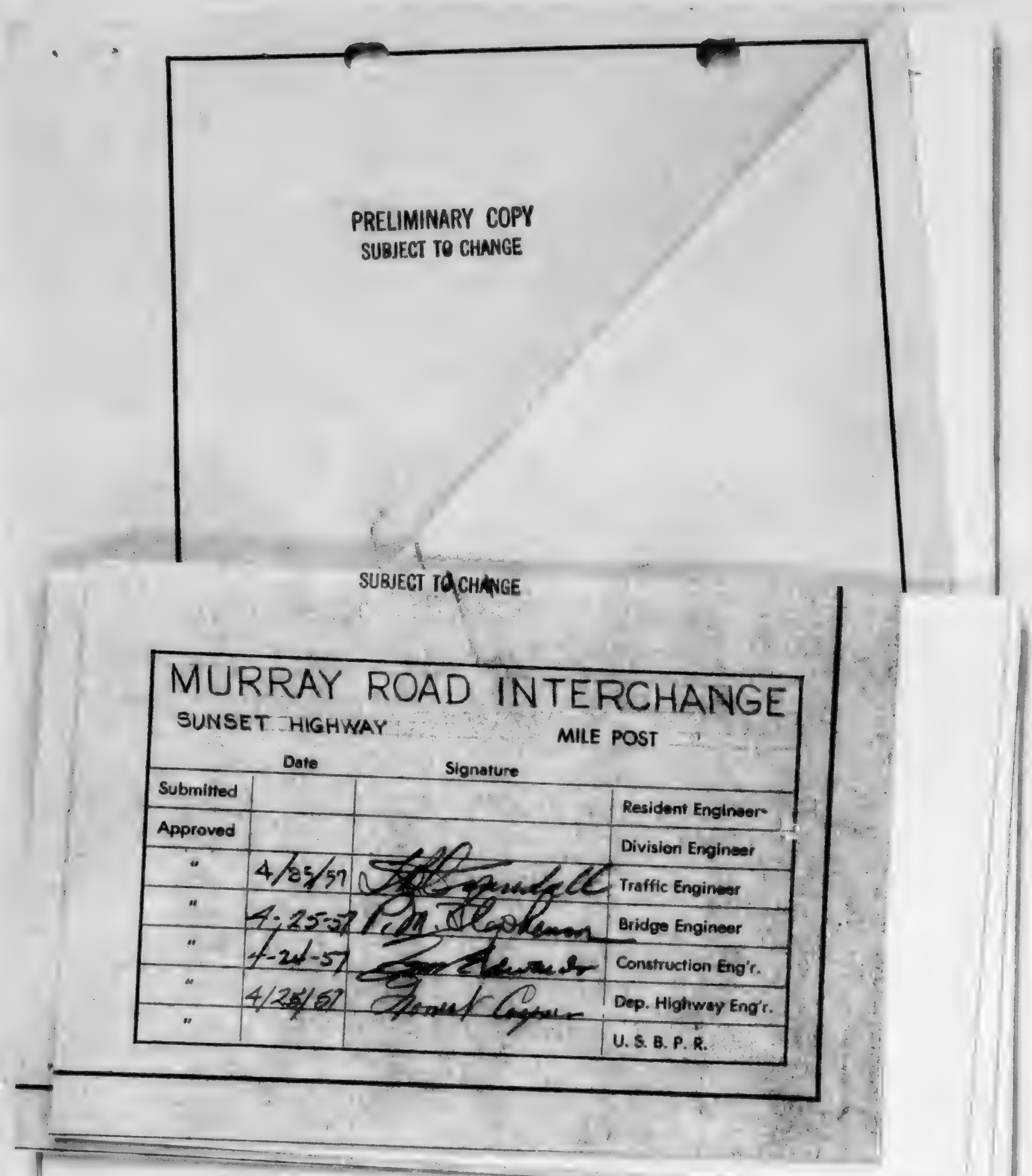
Enclosure

cc Mr. Forrest Cooper
Mr. Tom Edwards



PRELIMINARY COPY
SUBJECT TO CHANGE

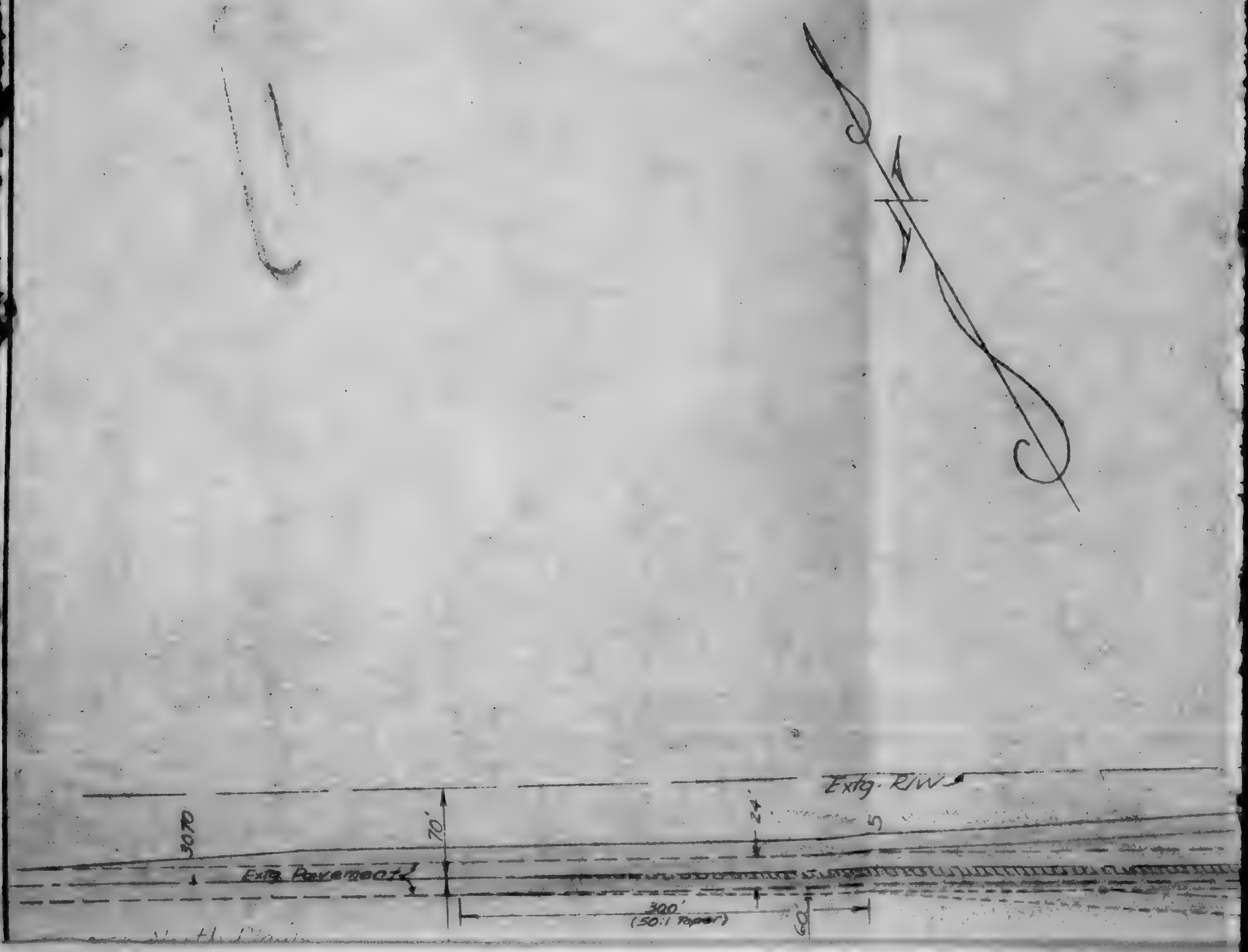
SUBJECT TO CHANGE

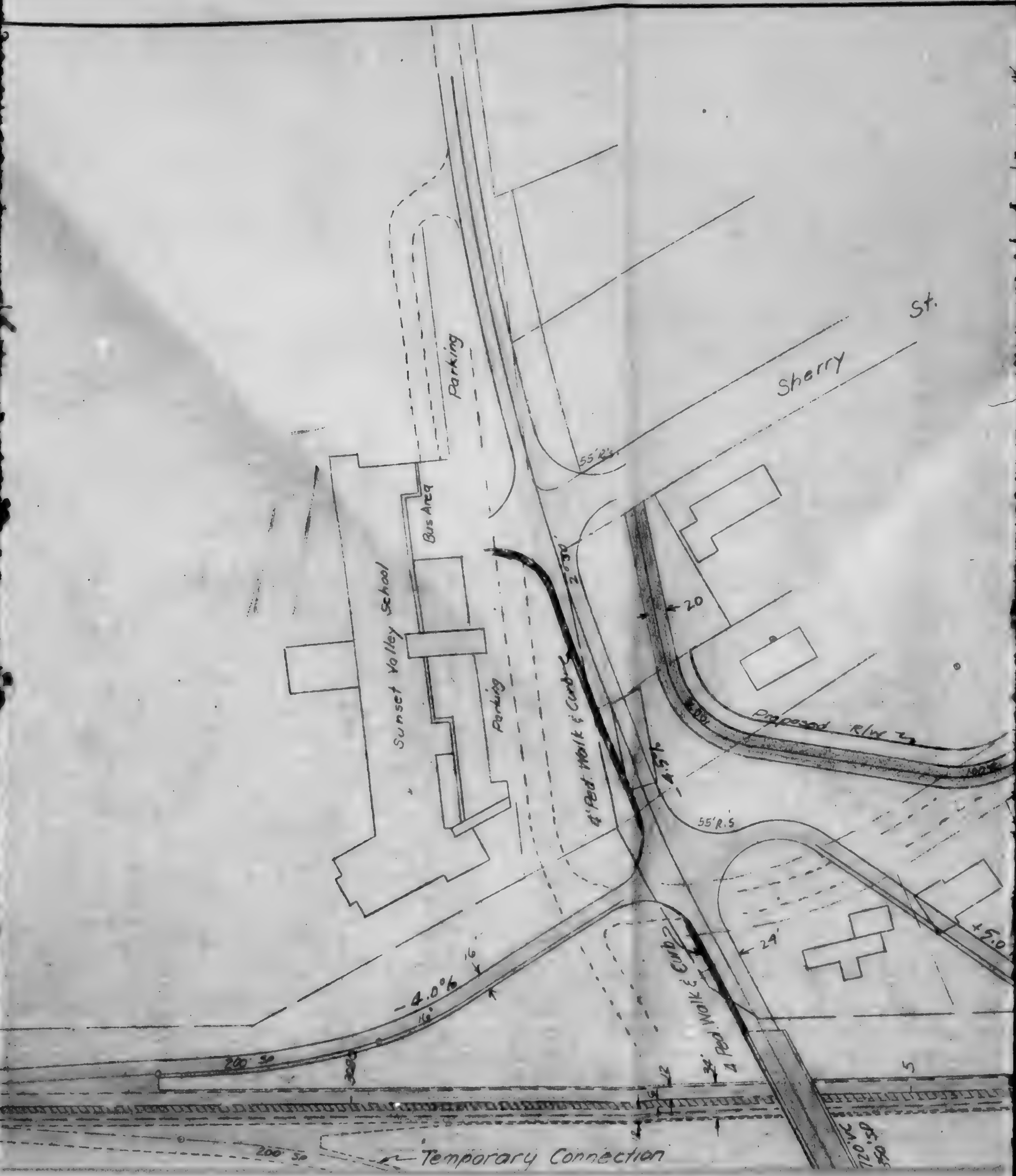
MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

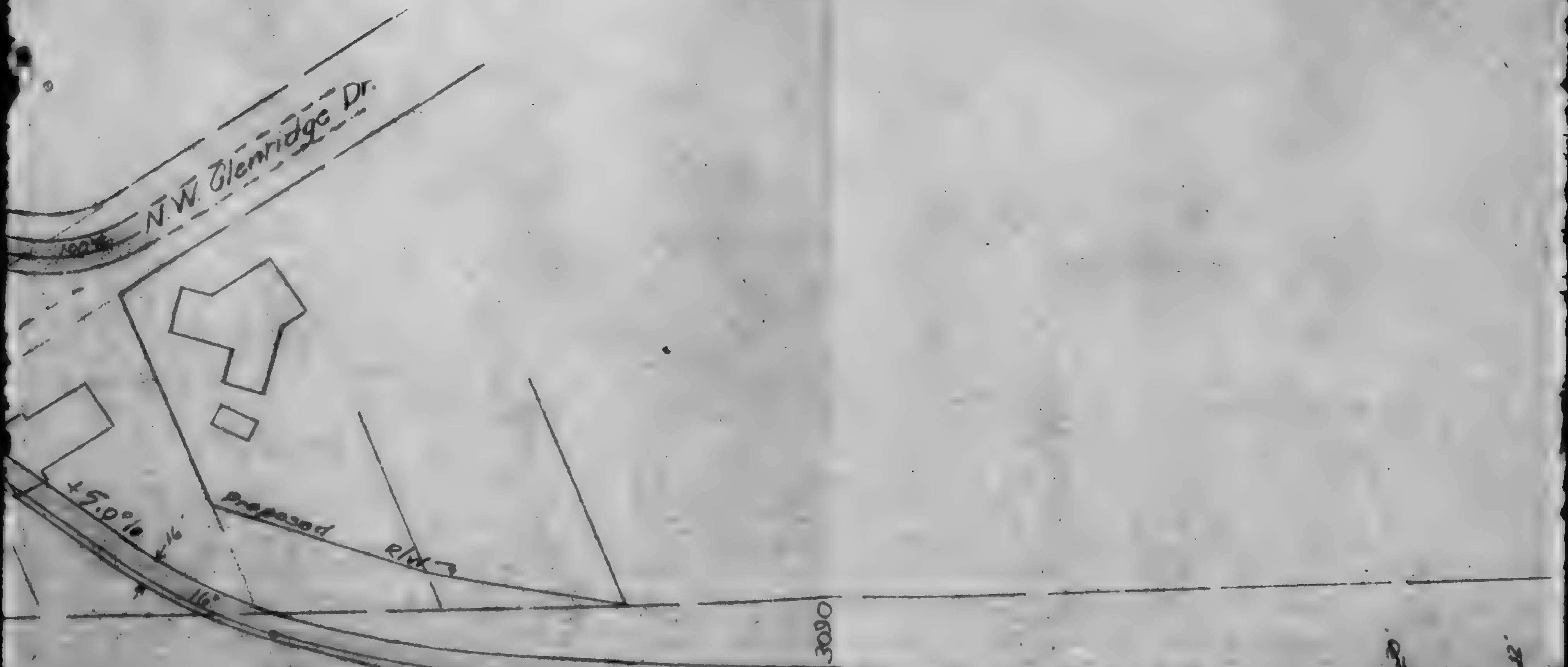
	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/25/57		Traffic Engineer
"	4-25-57	P. M. Stephenson	Bridge Engineer
"	4-26-57		Construction Eng'r.
"	4/25/57	Forrest Cooper	Dep. Highway Eng'r.
"			U. S. B. P. R.

PRELIMINARY COPY
SUBJECT TO CHANGE


Extg. R/W
3070
70'
24'
5
Extg. Pavement
300'
(50:1 Taper)
60'



Sherry St.
Parking
55' R.S
Bus Area
Sunset Valley School
Parking
2.30
4' Ped. Walk & Curb
20
Proposed R/W
2.00
4.5%
55' R.S
16
-4.0%
16
200' SD
300
4' Ped. Walk & Curb
24'
+5.0
12
34'
5
200' SD
Temporary Connection
720' VC
350' SD

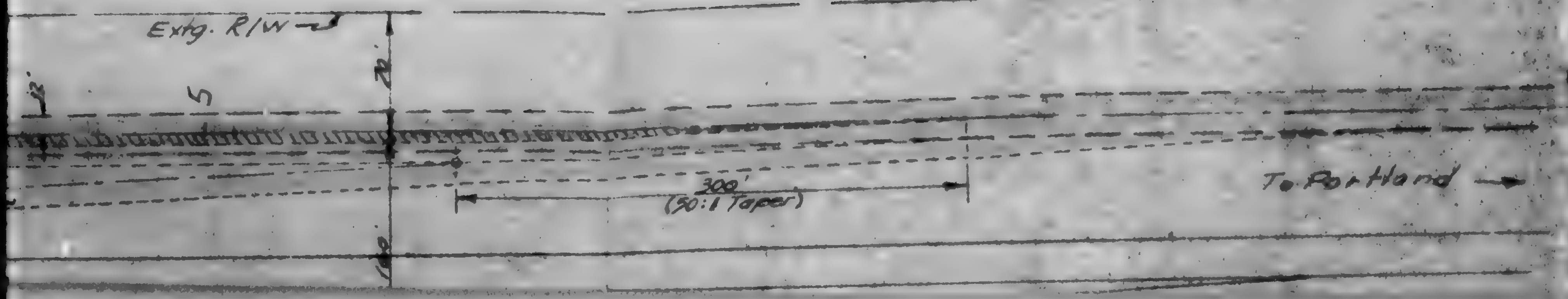

N.W. Glenridge Dr.
100'
+5.0%
16'
16'
Proposed R/W
3090
Temporary Connection
250' 50'

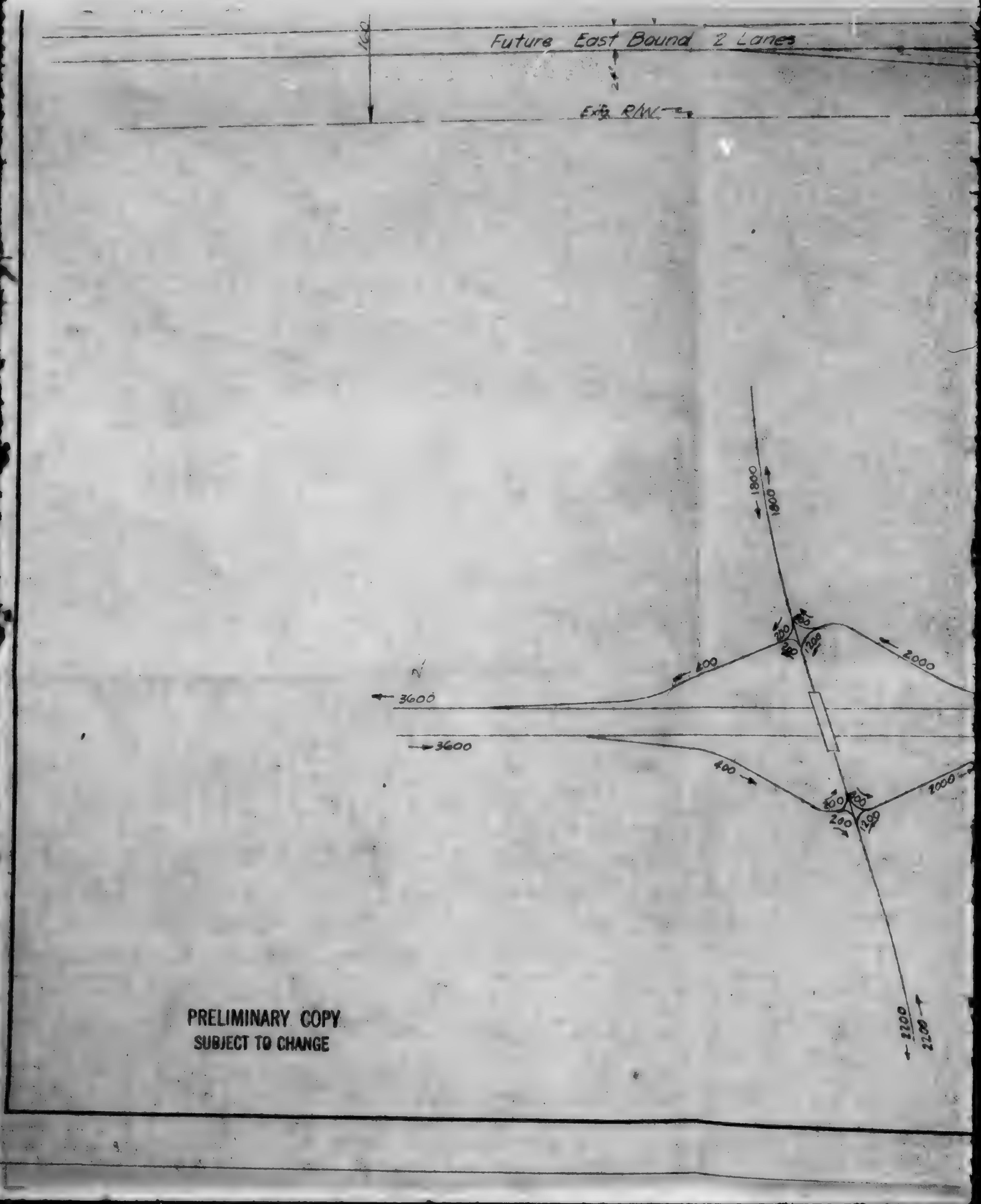
BERGER RANCH - BARNES RD. SEC.
SUNSET HIGHWAY
WASHINGTON COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON				

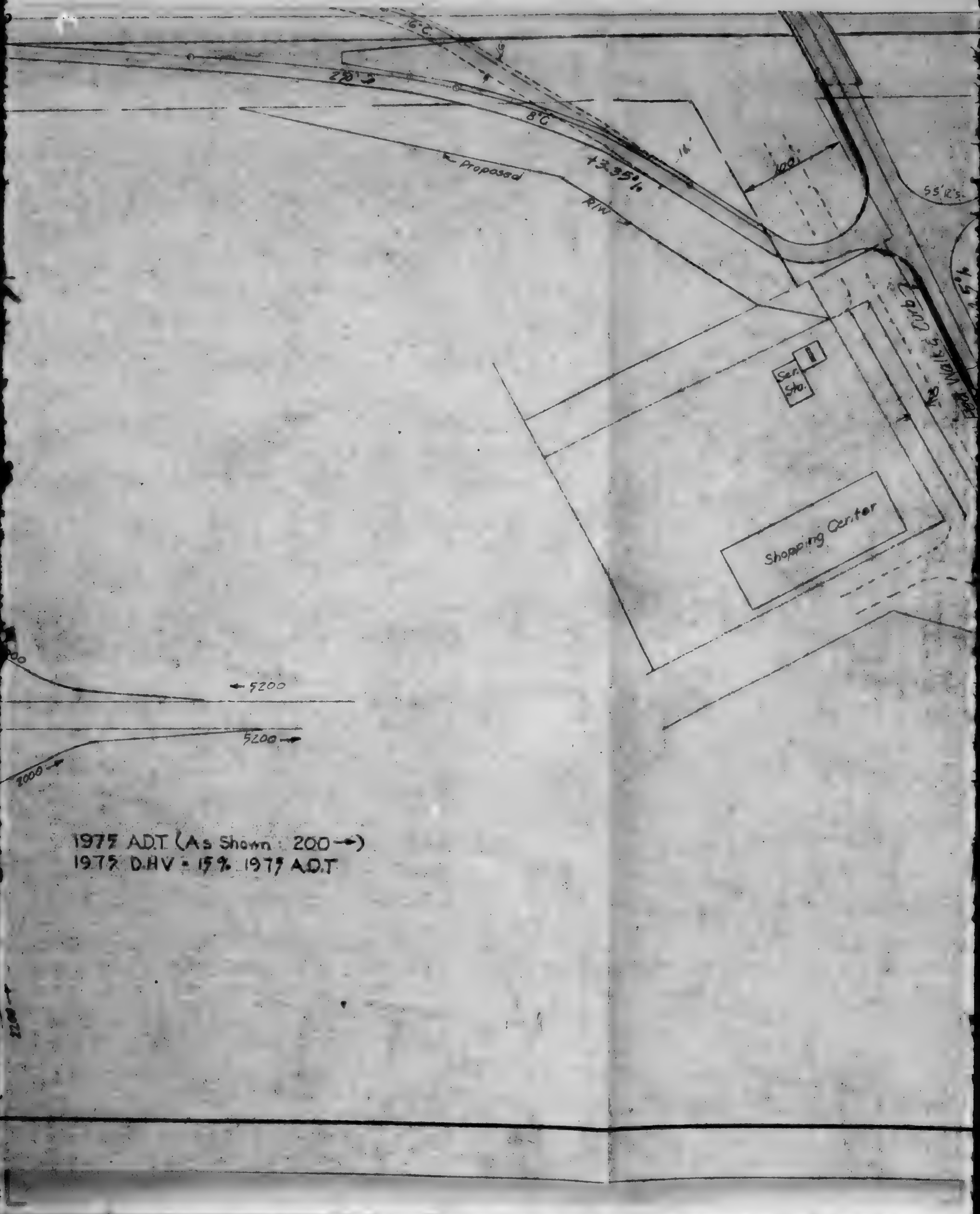
Standard Interchange Layout Sheet

PRELIMINARY COPY
SUBJECT TO CHANGE

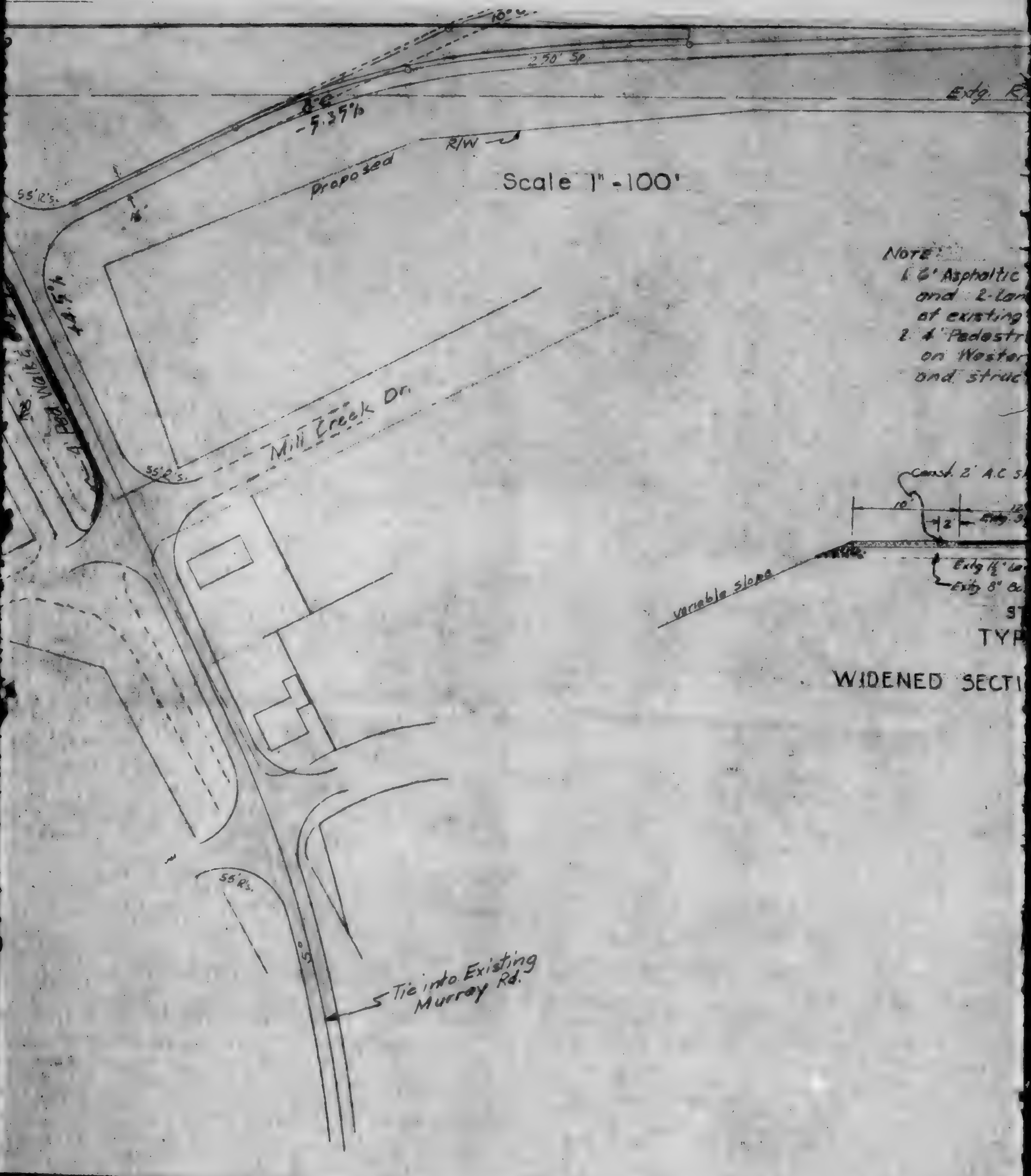

Extg. R/W
5
300'
(50:1 Taper)
To Portland


160
Future East Bound 2 Lanes
24'
Exg. R/W
1800
1800
200
180
180
1200
2000
400
3600
3600
400
200
200
200
1200
2000
2200
2200

PRELIMINARY COPY
SUBJECT TO CHANGE


6°C.
16'
22°S
8°C
+3.35%
Proposed
R/W
16'
100'
55'R's.
Ped. Walk & Curb
Ser. Sta.
Shopping Center
5200
5200
2000
2200

1975 A.D.T. (As Shown: 200→)
1975 D.HV = 15% 1975 A.D.T

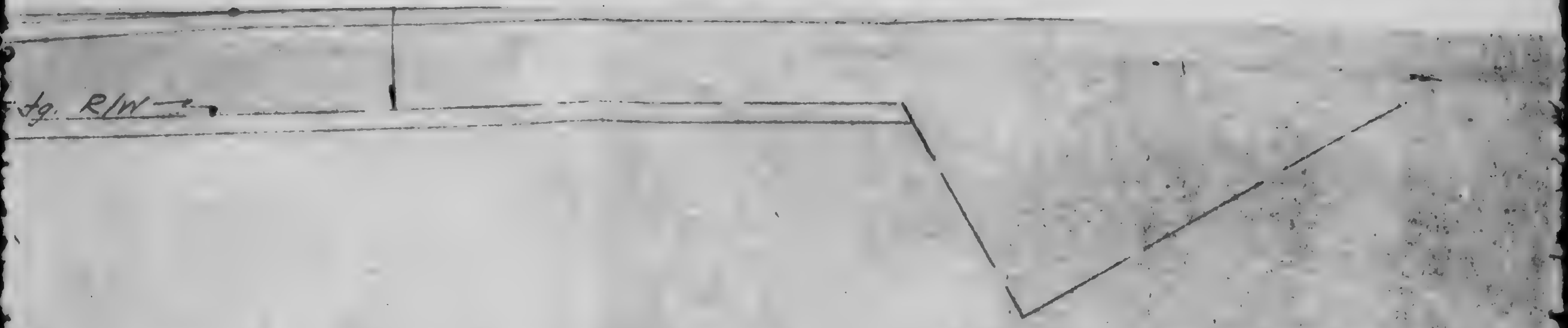


10'
2.50' Sp.
Extg. R
B.C.
-5.35%
Proposed
R/W
Scale 1" - 100'
55' R's.
10'
14.5%
4' Ped. Walk
Mill Creek Dr.
55' R's.
55' R's.
5'
Tie into Existing
Murray Rd.
Const. 2' A.C. S
10'
2'
12
Extg. 3
Extg 1½" Le
Extg 8" Ba
variable slope

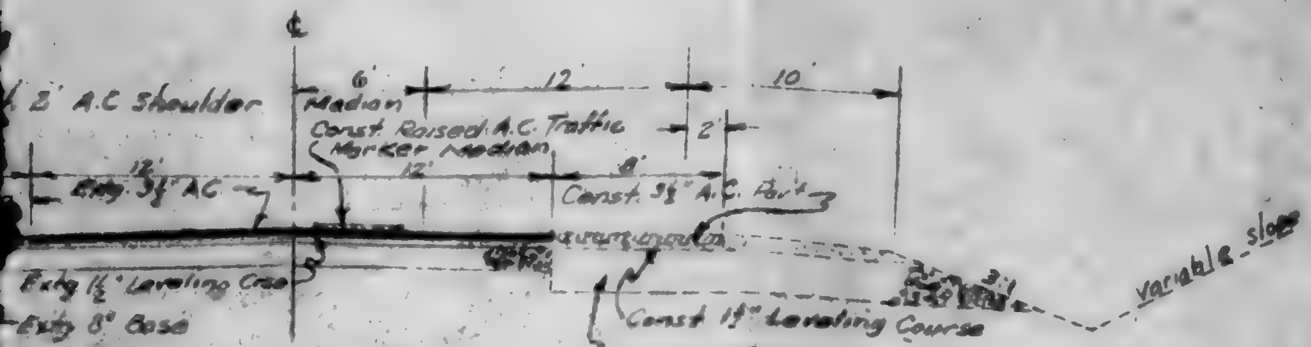
NOTE:
1. 6' Asphaltic
and 2-Lan
of existing
2. 4' Pedestr
on Wester
and struc

ST
TYP

WIDENED SECTI



sphaltic Concrete Traffic Marker Median
2-lane widening on Southerly side
existing roadway
Pedestrian walk and conc. curb
Westerly side of Murray Road
structure only.


℄
2' A.C Shoulder
6'
Median
12'
10'
Const. Raised A.C. Traffic Marker Median
2'
12'
12'
8'
Exg. 3½" AC
Const. 3½" A.C. Pav't
3:1
Variable slope
Exg 1½" Leveling Crse
Exg 8" Base
Const 1½" Leveling Course
Const 19" Base Course

STA. 3075 - 3096+90

TYPICAL SECTION
FOR
SECTION OF SUNSET HIGHWAY

PRELIMINARY COPY
SUBJECT TO CHANGE

MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"	4/25/57		Traffic Engineer
"	4-25-57	P.M. Stephenson	Bridge Engineer
"	4-24-57		Construction Eng'r.
"	4/25/57	Forrest Cooper	Dep. Highway Eng'r.
"			U. S. B. P. R.

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON
CAPITOL 3-8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
MARSHALL C. CHENEY, JR.
JAMES C. INGWERSEN
CHARLES H. CLARKE
LEWIS K. SCOTT
ALBERT H. FERRIS

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

May 18, 1957

REFERRED TO Cooper

PLEASE RETURN TO
FORREST COOPER

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Re: St. Andrew's Lutheran Church
Building Committee

Dear Mr. Williams:

Recently you wrote us about the Highway Department's plans for an overpass at Sunset Highway and Murray Road. It is necessary for us to make a report in the next few days to the Board of American Missions in New York concerning selection of a church building site. If it is possible, we would appreciate a letter from you detailing the highway department's plans for the above mentioned overpass.

We also have under consideration a site on Southwest Butner Road about one-half mile west of the junction of Cedar Hills Boulevard and Sunset Highway. Can you advise us the highway department's plans for a traffic interchange at Sunset Highway and Cedar Hills Boulevard?

When Mr. Shaw was in my office he showed me an aerial photograph of the area in which we are located. Would it be possible for you to furnish us two copies of that aerial photograph for our use in explaining the area to the Board of American Missions in New York? We will, of course, be glad to reimburse you for the cost of printing the copies of the aerial photograph.

Sincerely yours,

Herbert H. Anderson
dl

Cc: Mr. Martin W. Schmidt
262 N. W. Miller Road
Portland, Oregon

RECEIVED
MAY 20 1957
OREGON
STATE HIGHWAY COMMISSION

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON
CAPITOL 3-8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCQ
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
MARSHALL C. CHENEY, JR.
JAMES C. INGWERSEN
CHARLES H. CLARKE
LEWIS K. SCOTT
ALBERT H. FERRIS

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

May 3, 1957

REFERRED TO
Cooper
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Thank you for your letter of April 26, 1957 concerning the proposed overpass at the junction of Sunset Highway and Murray Road. When you have arrived at a firm plan for the proposed highway development we shall appreciate being furnished with a sketch for the use of St. Andrew's Lutheran Church in determining how the church property adjacent to Murray Road will be affected.

Very truly yours,

Herbert H. Anderson

Cc: Mr. Martin W. Schmidt
262 N. W. Miller Road
Portland, Oregon

RECEIVED
MAY 6 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 26 1957
FOR FILING
[illegible] (16)
[illegible]

Cross Referenced To:
Maint.
Traffic S
Hwy. Light

Cross Referenced To:
Maint
Traffic S
Channel
Gen

April 26, 1957

Mr. Herbert H. Anderson
Koerner, Young, McColloch & Dezendorf
Attorneys at Law
Eighth Floor, Pacific Building
Portland 4, Oregon

Dear Sir:

Reply is made to your letter of April 19 concerning property on S. W. Murray Road north of the Sunset Highway relative to building construction on the property. In response to your letter, our Urban Engineer, Mr. Lloyd Shaw, has contacted you and, I believe, answered all of your questions to the best of his ability.

As explained by Mr. Shaw, our plans are not yet completely firm, but a rough estimate would indicate a need of a strip of land not less than 10 feet in width and probably not more than 30 feet in width across the property. We will keep in touch with you and advise you immediately upon our arriving at a firm plan.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

TE:ar fn

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON
CAPITOL 3-8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
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DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

April 19, 1957

State Highway Commission
Salem, Oregon

Gentlemen:

St. Andrew's Lutheran Church of Portland, Oregon owns property on S. W. Murray Road north of the Sunset Highway and across Murray Road from the Sunset Valley School in Washington County. We are considering construction on that property and prior to reaching a final decision we would like to know the present plans for ultimate development of Murray Road and the proposed traffic interchange at the junction of Murray Road and Sunset Highway.

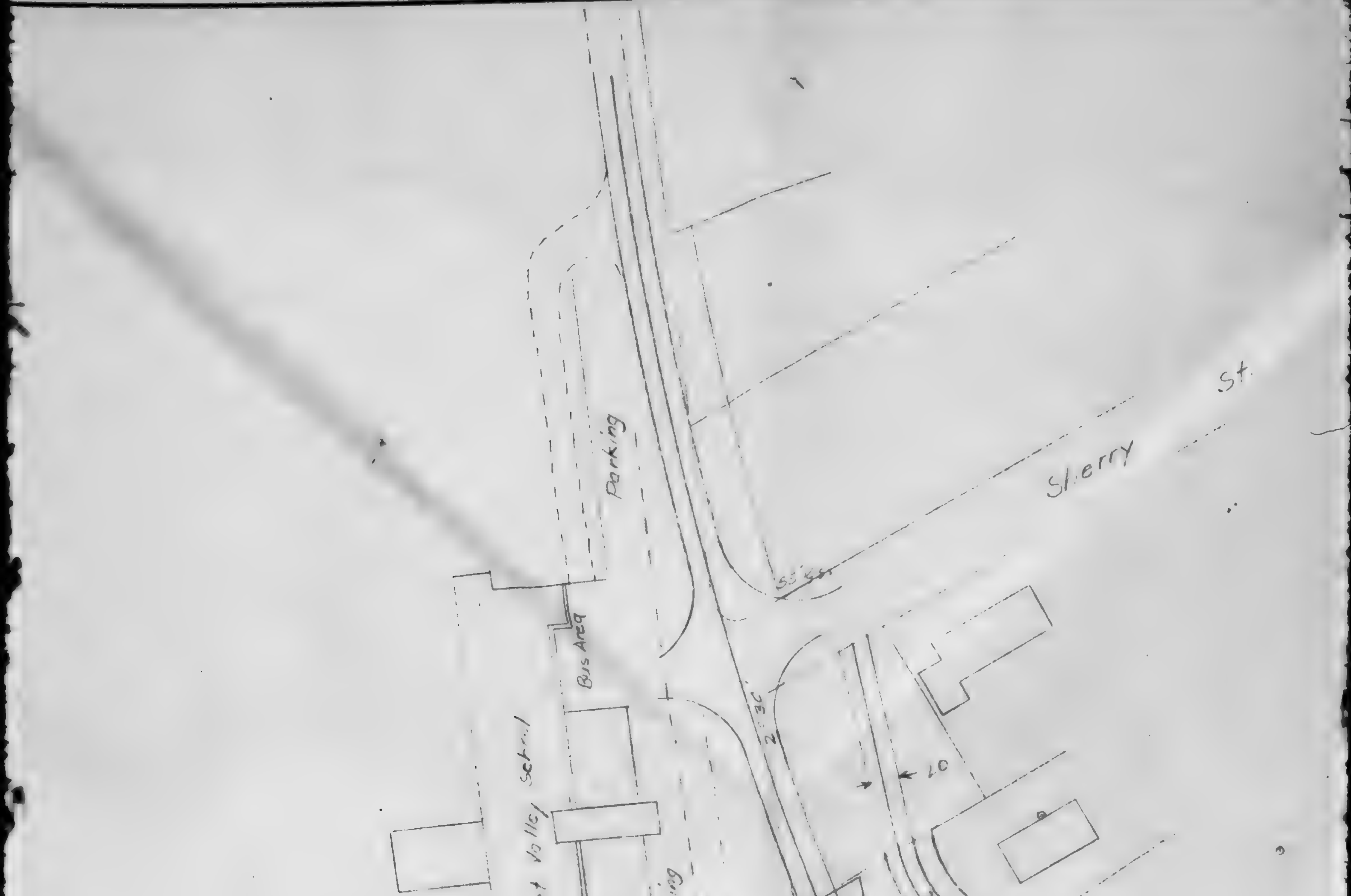
Can you send us a sketch of the ultimate development of Murray Road and the traffic interchange at Murray Road and Sunset Highway? Our building committee will meet next Wednesday, April 24, 1957 and it will be very helpful to us if we could have the requested information at that time.

Very truly yours,

Herbert H. Anderson

RECEIVED
APR 22 1957
OREGON
STATE HIGHWAY COMMISSION

30.70
5


Parking
Bus Area
Sunset Valley School
Parking
Sherry St.
55' R.S.
2' 3C
20
2' 20'
100 R
55' R.S
3.0
6'
4.0
24
+A

N.W. Glenridge Dr.
100 ft
+4.5
16'
16'
3090

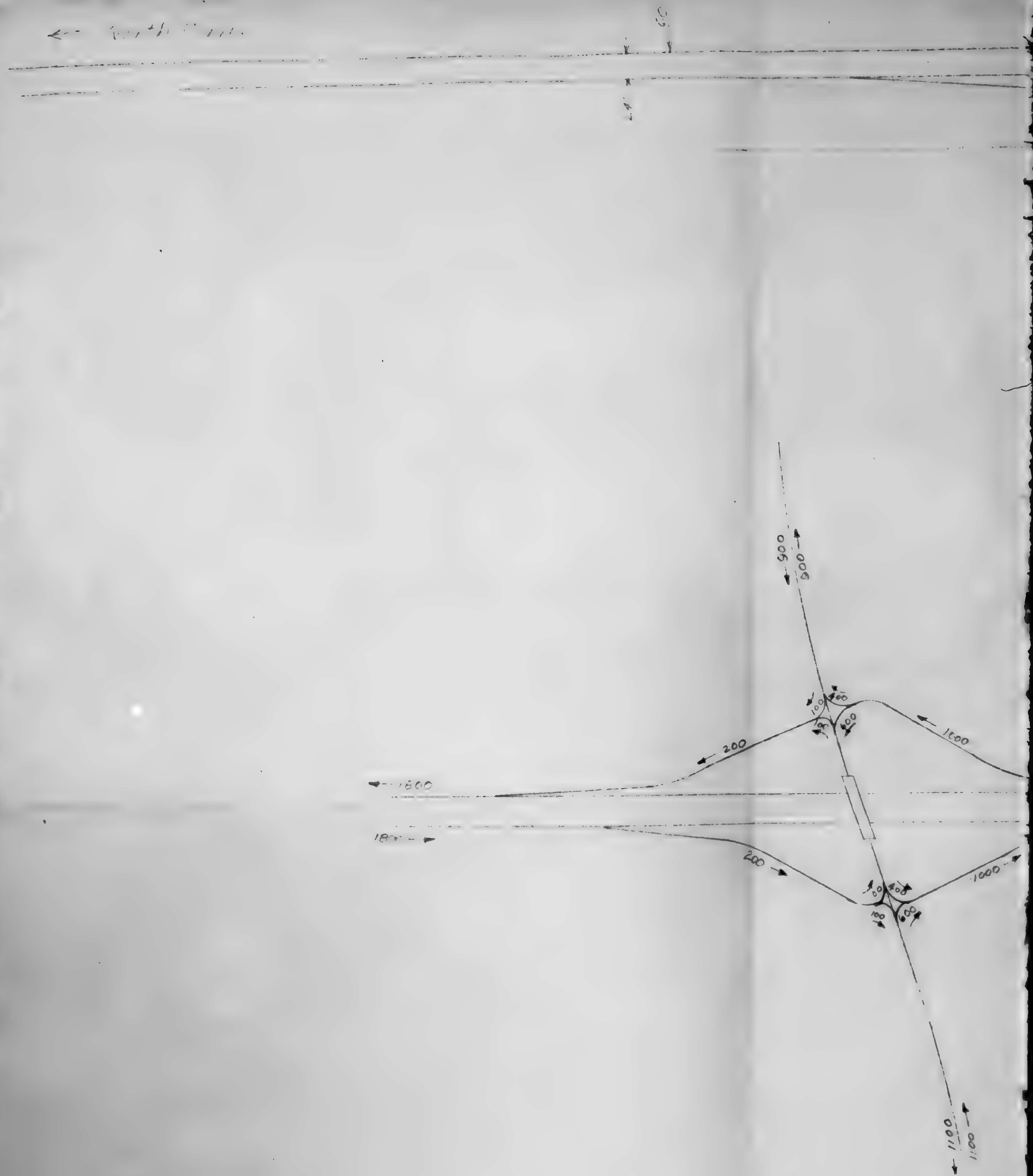
BERGER RANCH - BARNES RD. SEC.
SUNSET HIGHWAY
WASHINGTON COUNTY

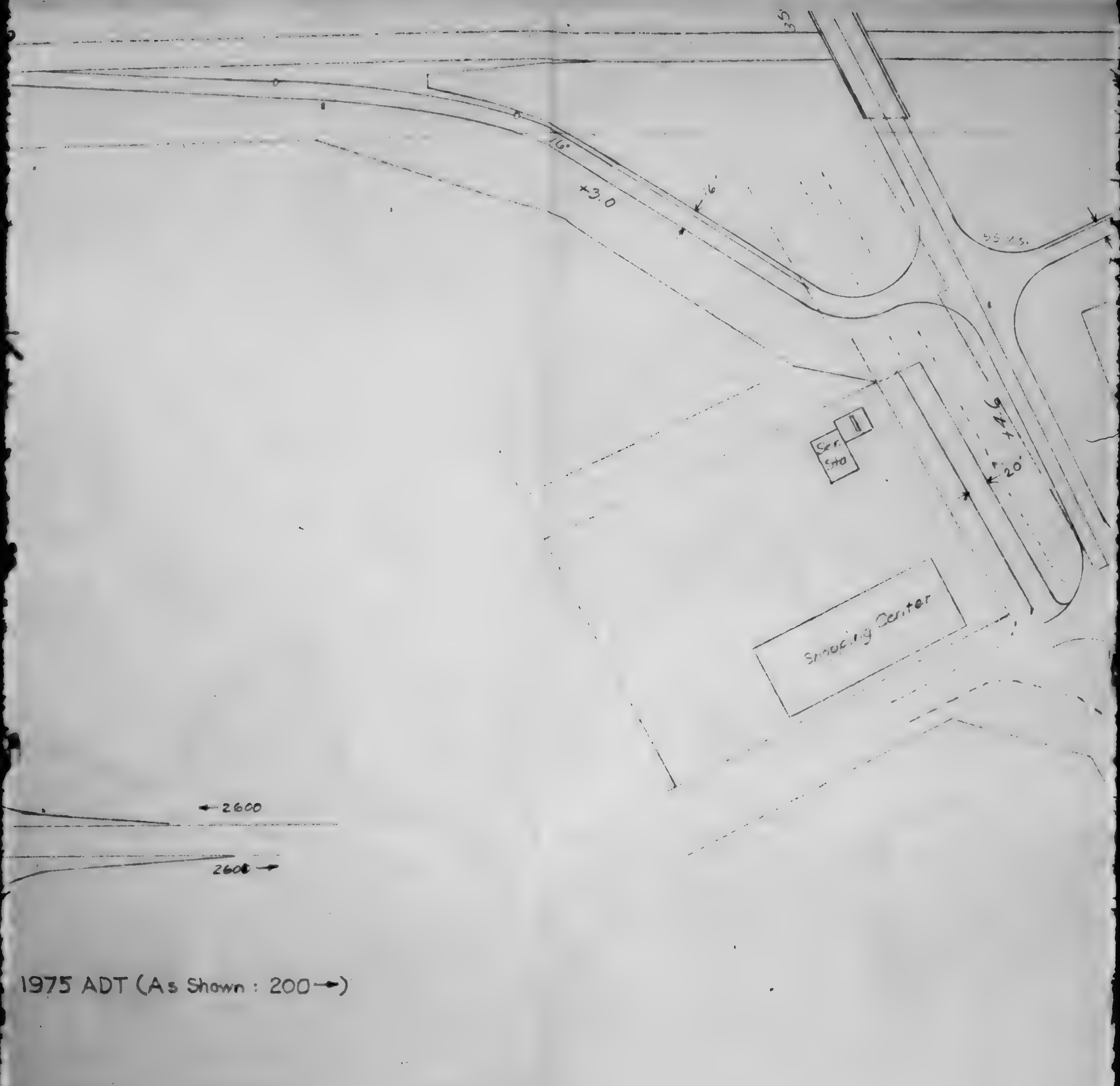
SHEET No.

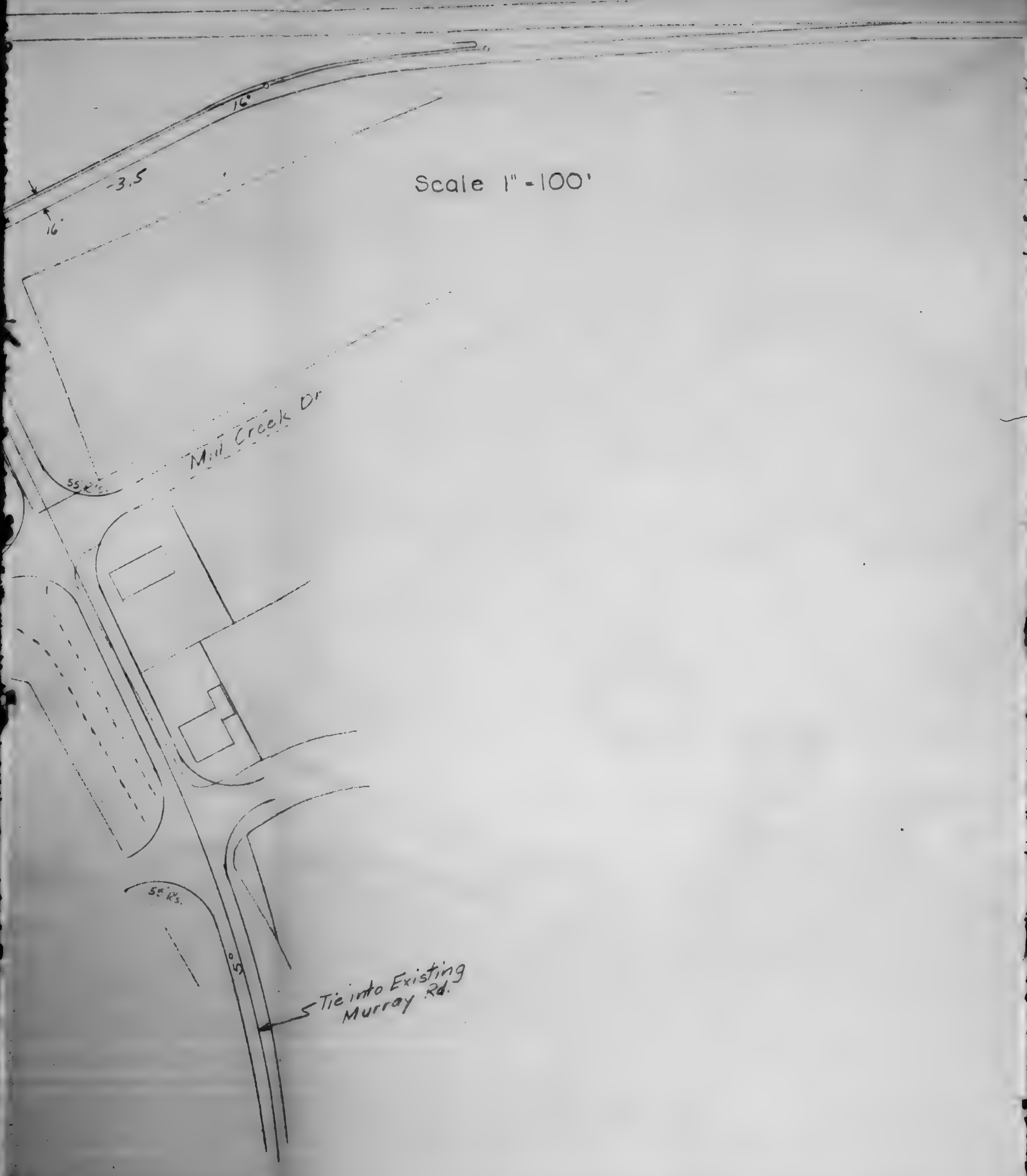
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

Standard Interchange Layout Sheet

5
To Portland →


1600
1800


35'
16'
+3.0
6'
55 ks.
+4.6
20'
Ser. Sta
Shopping Center
← 2600
2600 →
1975 ADT (As Shown : 200 →)


16'
-3.5
16'
Scale 1"-100'
Mill Creek Dr
55' R's.
55' R's.
5°
Tie into Existing
Murray Rd.

MURRAY ROAD INTERCHANGE

SUNSET HIGHWAY

MILE POST

	Date	Signature	
Submitted			Resident Engineer
Approved			Division Engineer
"			Traffic Engineer
"			Bridge Engineer
"	4-24-57	Edwards	Construction Eng'r.
"			Dep. Highway Eng'r.
"			U. S. B. P. R.

Compiled by:
Sunset Valley Community Assn.

Willard McLaughlin President
420 S.W 133rd
Beaverton, Oregon

mmunity Association

R

the past eight years there has been growing concern expressed by citizens of the Sunset Valley area over the condition of extreme danger which exists at the intersection of Murray Road and Sunset Highway.

This concern was given special consideration at a public meeting held in September, 1956. From that time until the present, a volunteer committee of citizens has spent a great deal of time looking into public records to see what the statistics say about the seriousness of this condition.

This brochure is the result of that research. It was planned to show a composite picture of the various reasons why a grade crossing is vital to the safety of everyone who travels these thoroughfares.

Within these pages you will find reports on traffic counts, schematic drawings which show how many people are affected by traffic conditions and where the danger lies

You will also find an accident report for the past years, a view of how the population has grown, and the expected population peak of the Sunset Valley vicinity. Last, and of great importance, you will see what the people think about it.

We hope to help you see, as we do, the urgent need for immediate steps toward making our daily travels to and from home safe.

Sunset Valley Community Association

During the past eight years there has been growing concern expressed by citizens of the Sunset Valley area over the condition of extreme danger which exists at the intersection of Murray Road and Sunset Highway.

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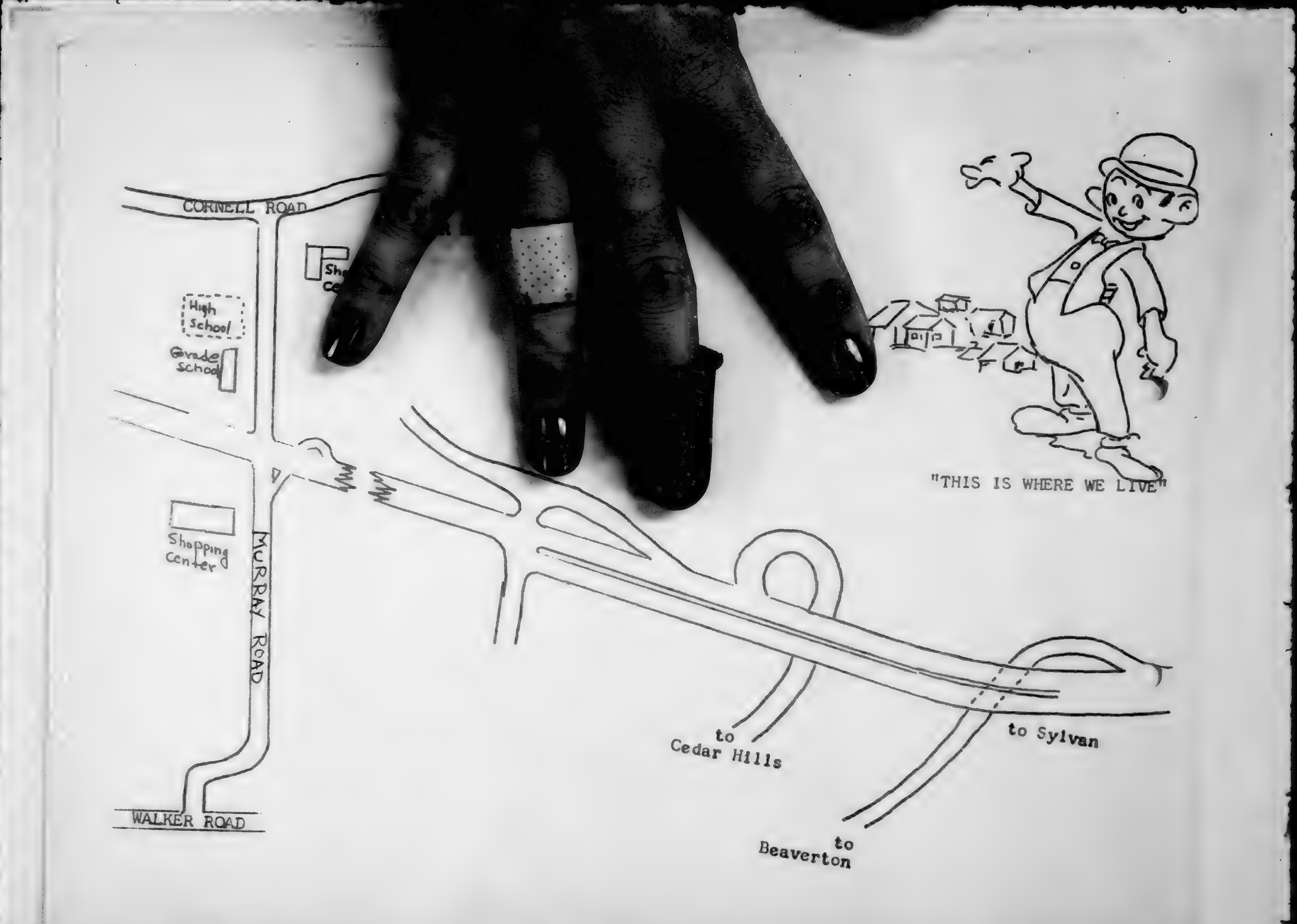
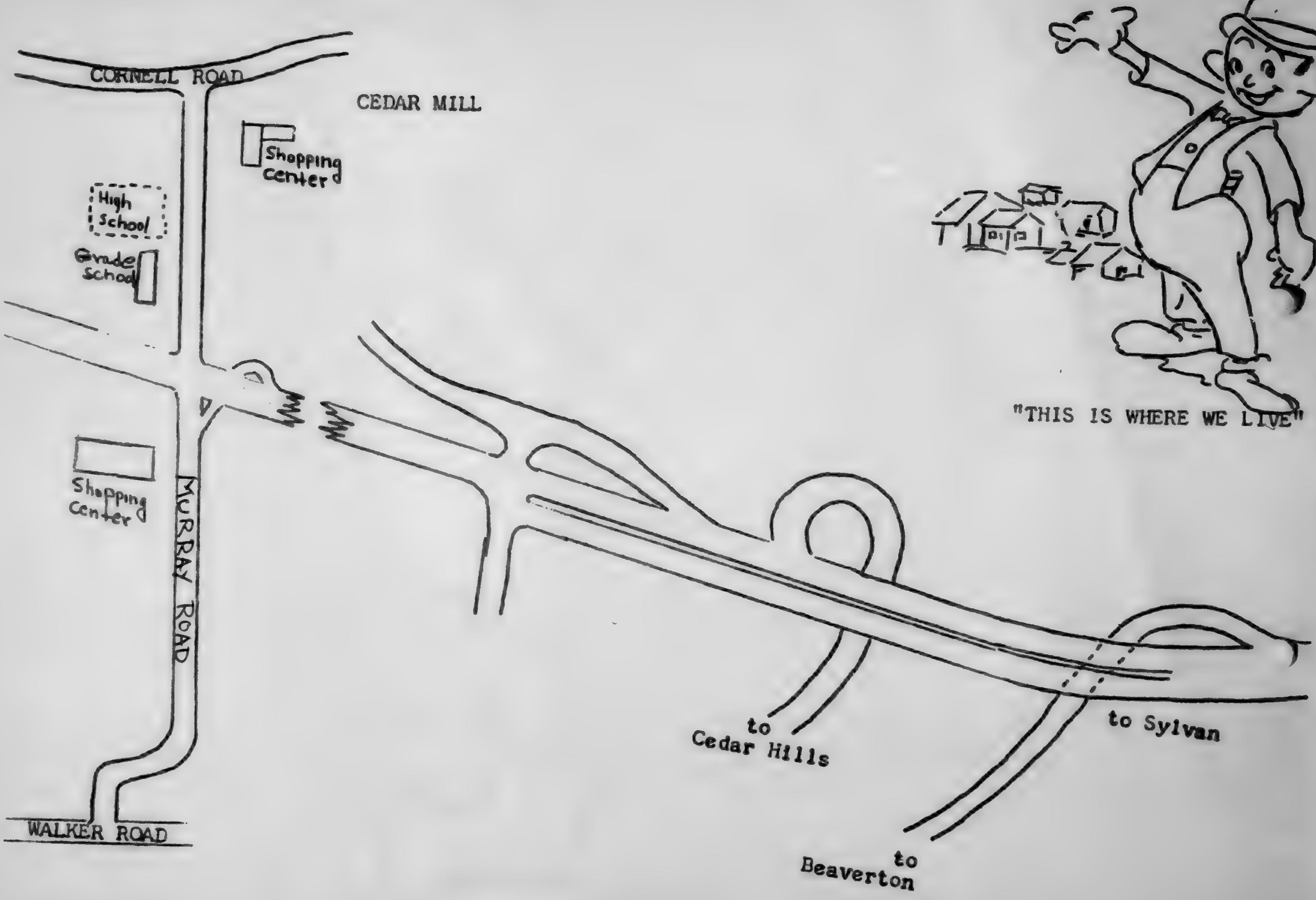
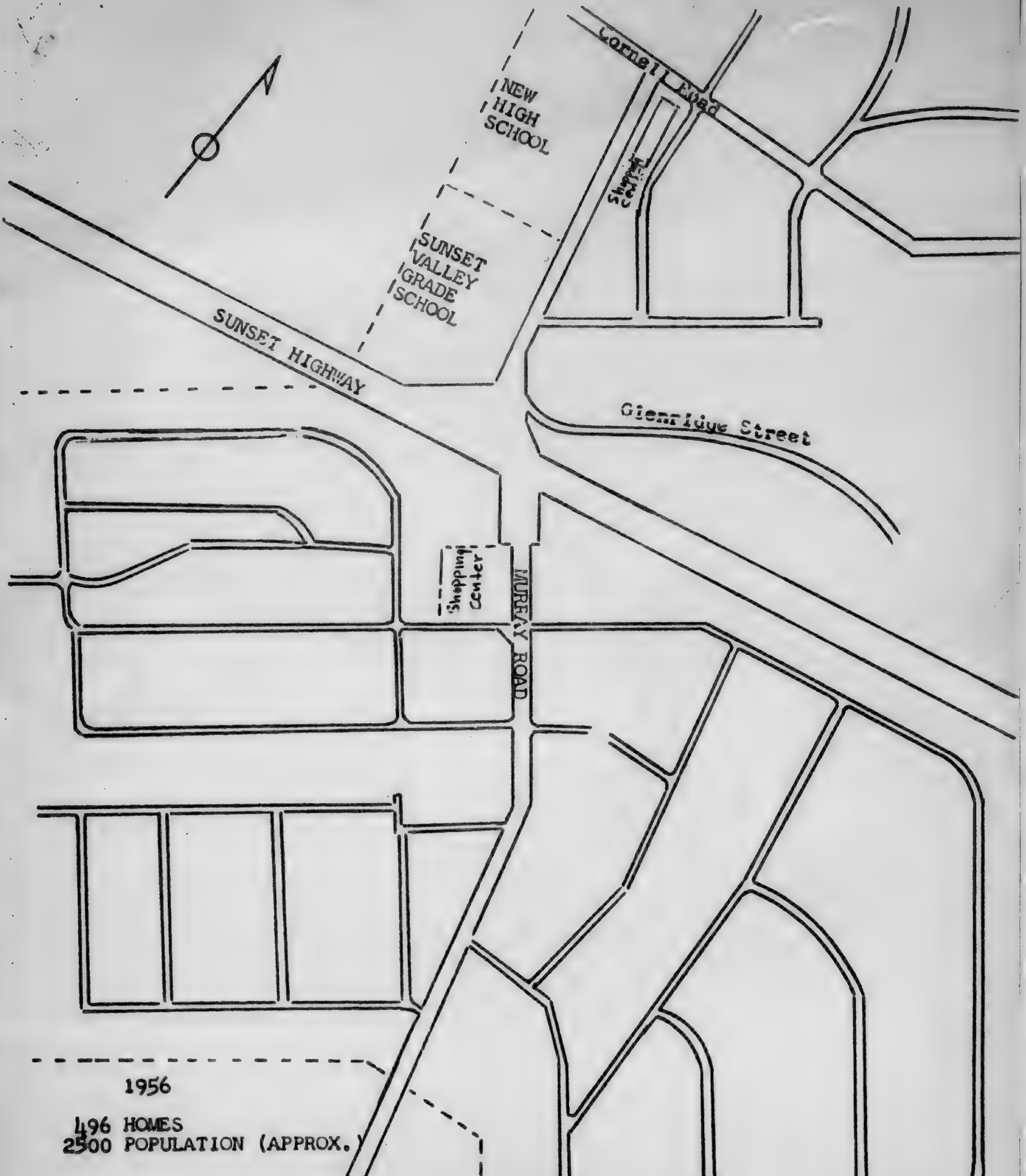
" NOTES "


CORNELL ROAD
Sh
Ce
High School
Grade School
Shopping Center
MURRAY ROAD
WALKER ROAD
to Cedar Hills
to Sylvan
to Beaverton
"THIS IS WHERE WE LIVE"



"THIS IS WHERE WE LIVE"

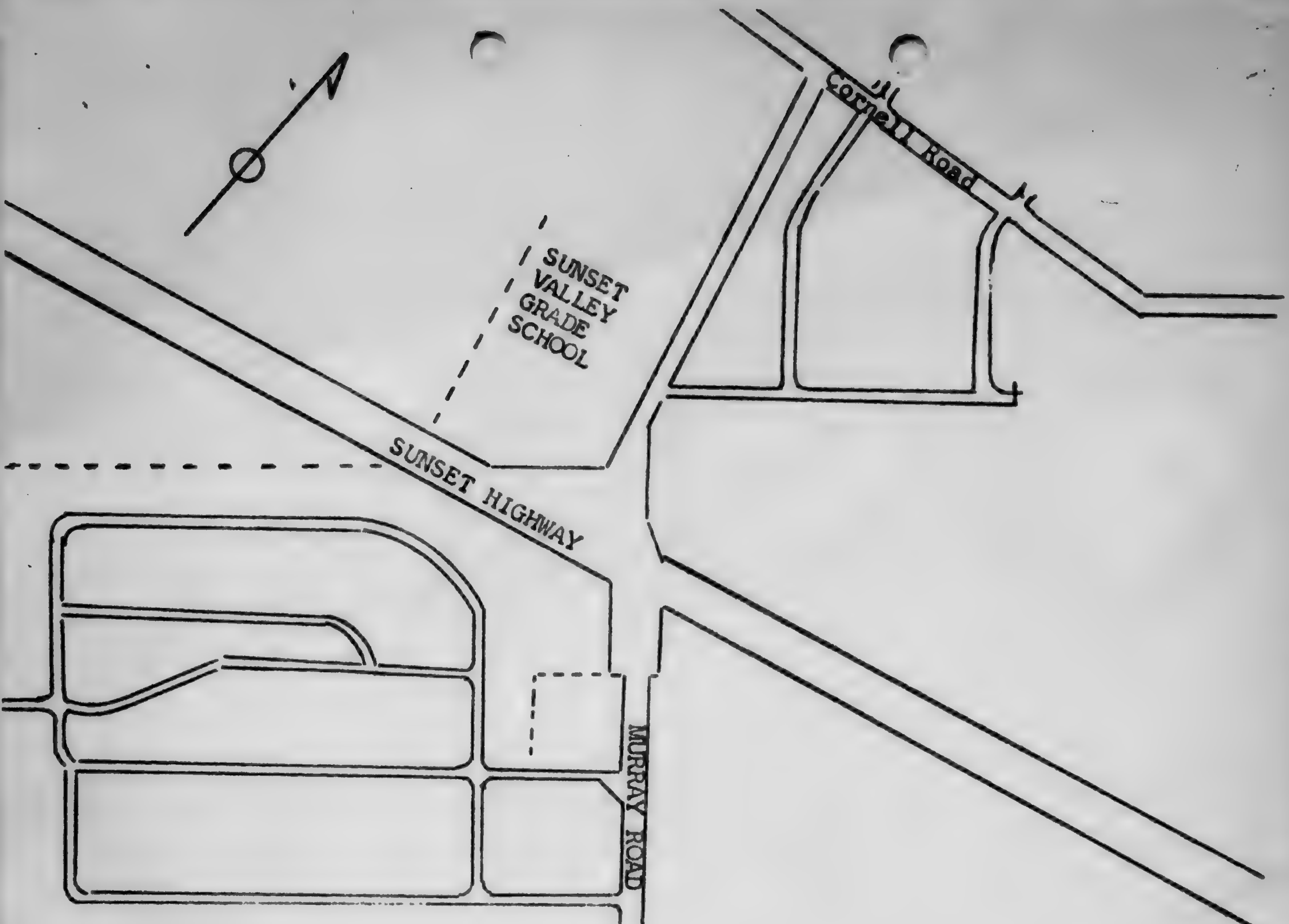
CORNELL ROAD
CEDAR MILL
Shopping Center
High School
Grade School
Shopping Center
MURRAY ROAD
WALKER ROAD
to Cedar Hills
to Sylvan
to Beaverton


NEW HIGH SCHOOL
Cornell Road
Shopping Center
SUNSET VALLEY GRADE SCHOOL
SUNSET HIGHWAY
Glenridge Street
Shopping Center
MURRAY ROAD

1956

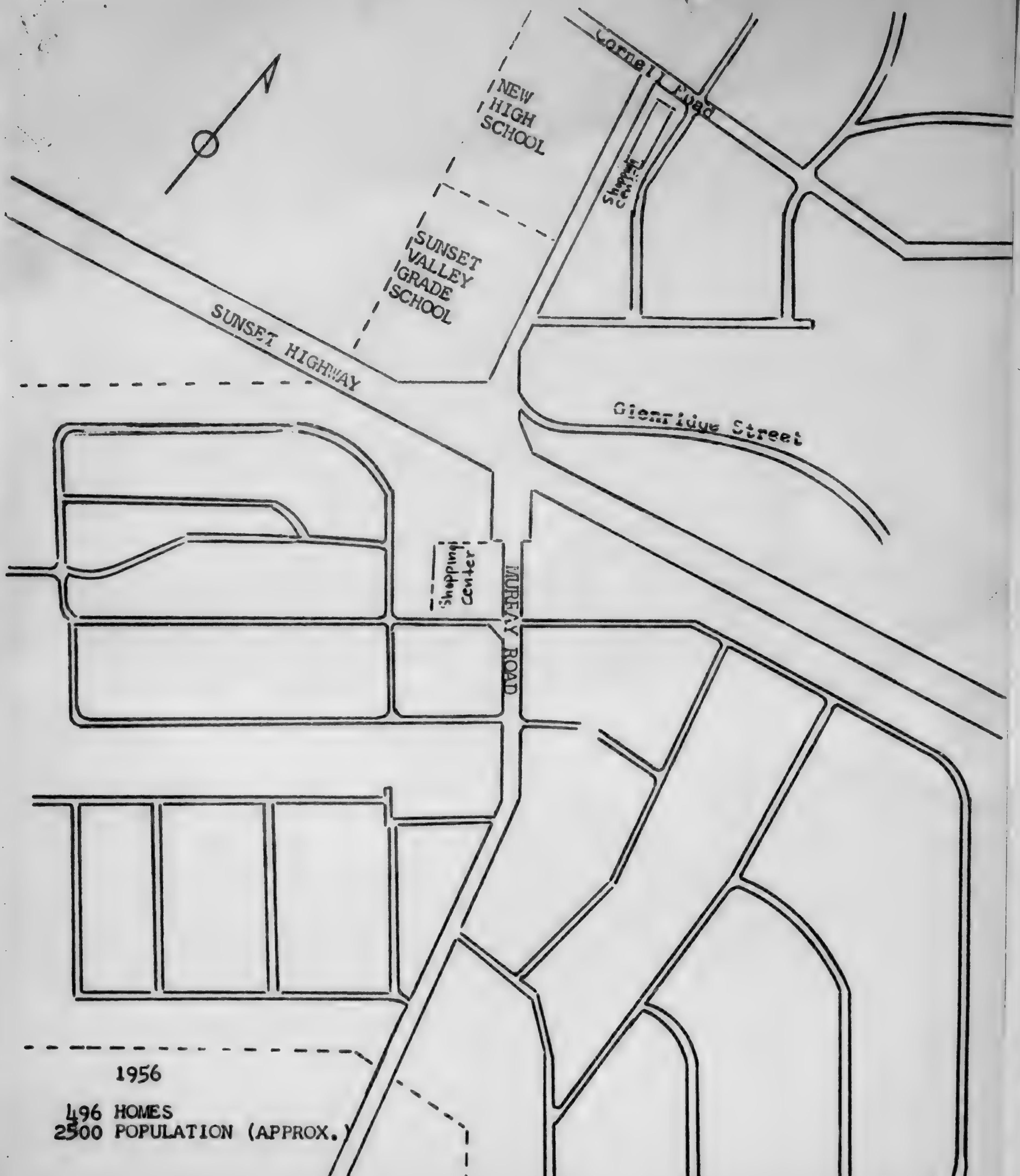
496 HOMES
2500 POPULATION (APPROX.)

"...AND.........WE.......ARE....GROWING..."


Cornell Road
SUNSET VALLEY GRADE SCHOOL
SUNSET HIGHWAY
MURRAY ROAD

1948

135 HOMES
625 POPULATION (APPROX.)


NEW HIGH SCHOOL
SUNSET VALLEY GRADE SCHOOL
SUNSET HIGHWAY
Cornell Road
Shopping Center
Glenridge Street
Shopping Center
MURRAY ROAD

1956

496 HOMES
2500 POPULATION (APPROX.)

"HOW MANY PEOPLE TRAVEL
SUNSET HIGHWAY AND MURRAY
ROAD EVERYDAY? "

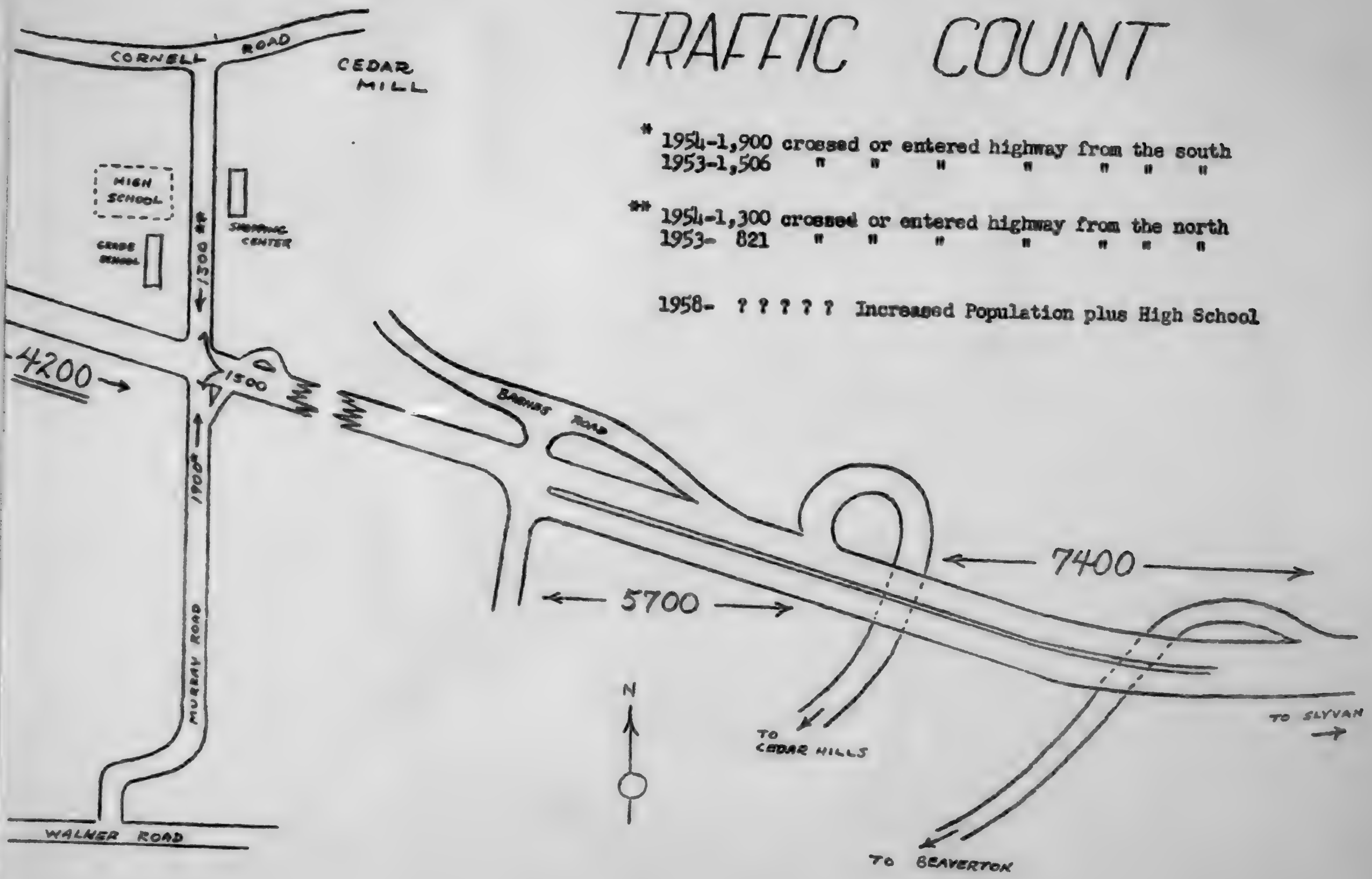
"FOLLOW ME..."

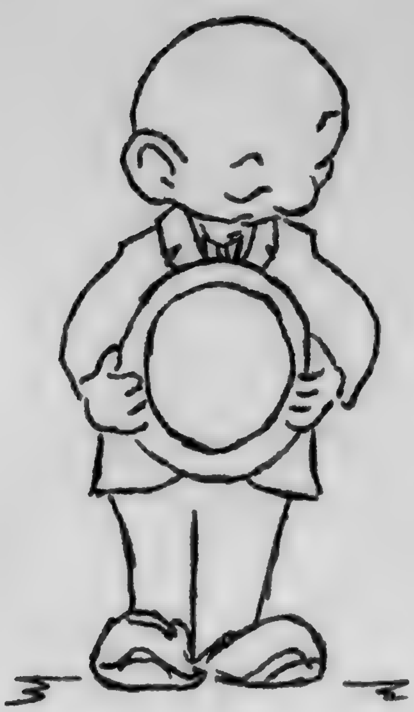
TRAFFIC COUNT

* 1954-1,900 crossed or entered highway from the south
1953-1,506 " " " " " " "

** 1954-1,300 crossed or entered highway from the north
1953- 821 " " " " " " "

1958- ? ? ? ? ? Increased Population plus High School


CORNELL ROAD
CEDAR MILL
HIGH SCHOOL
GRADE SCHOOL
SHOPPING CENTER
1300 **
1500
1900 *
4200
BARNES ROAD
MURRAY ROAD
WALKER ROAD
5700
7400
N
TO CEDAR HILLS
TO BEAVERTON
TO SLYVAN



"Naturally with all of this
traffic and all of these people living
nearby there are accidents."

ACCIDENT FREQUENCY

SUNSET HIGHWAY - MURRAY ROAD

YEAR	# OF ACCIDENTS	FATALITIES	INJURIES
1951	8	0	11
1952	6	0	2
1953	14	2	6
1954	7	1	0
1955	10	0	0
1956 (5 mo.)	2	1	2

"The most disturbing element is the serious hazard to our children."

"With the coming of our new high school, the problem is increased many fold."

INFORMATION PERTAINING TO LOCAL SCHOOL DISTRICTS AFFECTED BY THE INTERSECTION OF MURRAY ROAD AND SUNSET HIGHWAY

When the Sunset Valley School District was formed by consolidation in March, 1948, there was not too much activity in this area. We also understand that the Sunset Highway had been planned and staked out about the same time. As this area has grown, crossing the Sunset Highway has become more and more hazardous until today this intersection is one of our most serious problems.

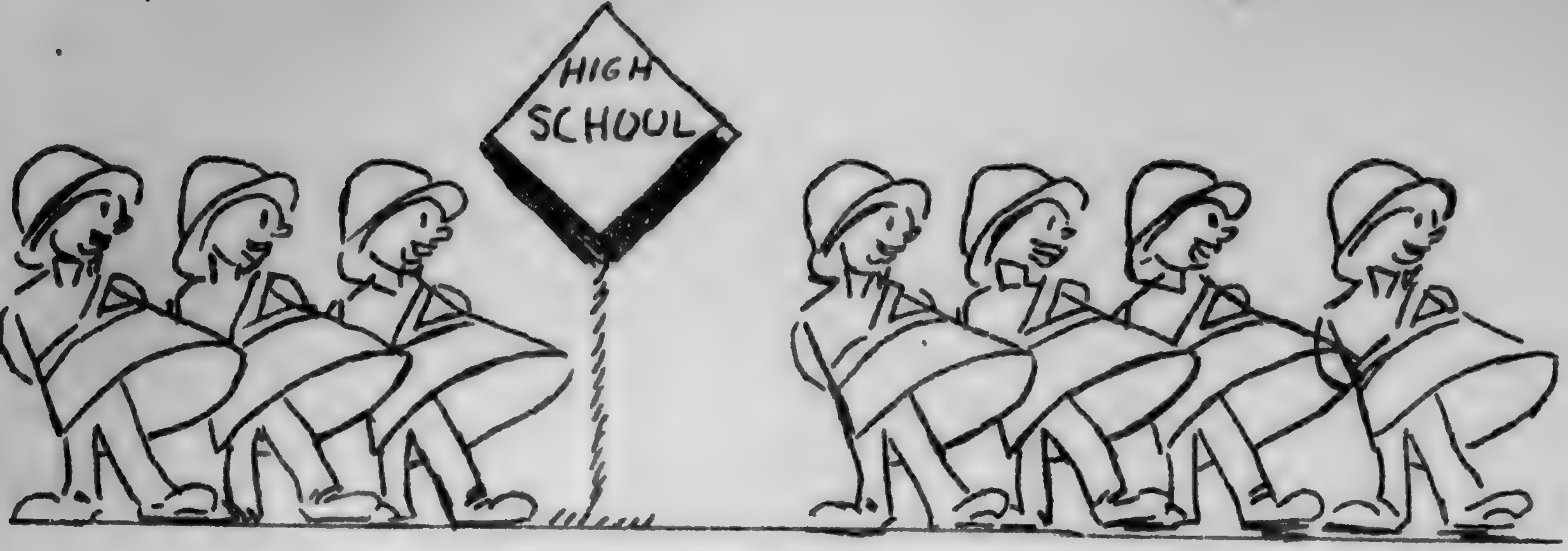
We transport approximately 350 students across the highway twice a day. Most of these students could walk to school, as they all live under one mile distance, if there was a grade separation at this intersection. There is also the hazard of very foggy days when we must cross with loaded buses.

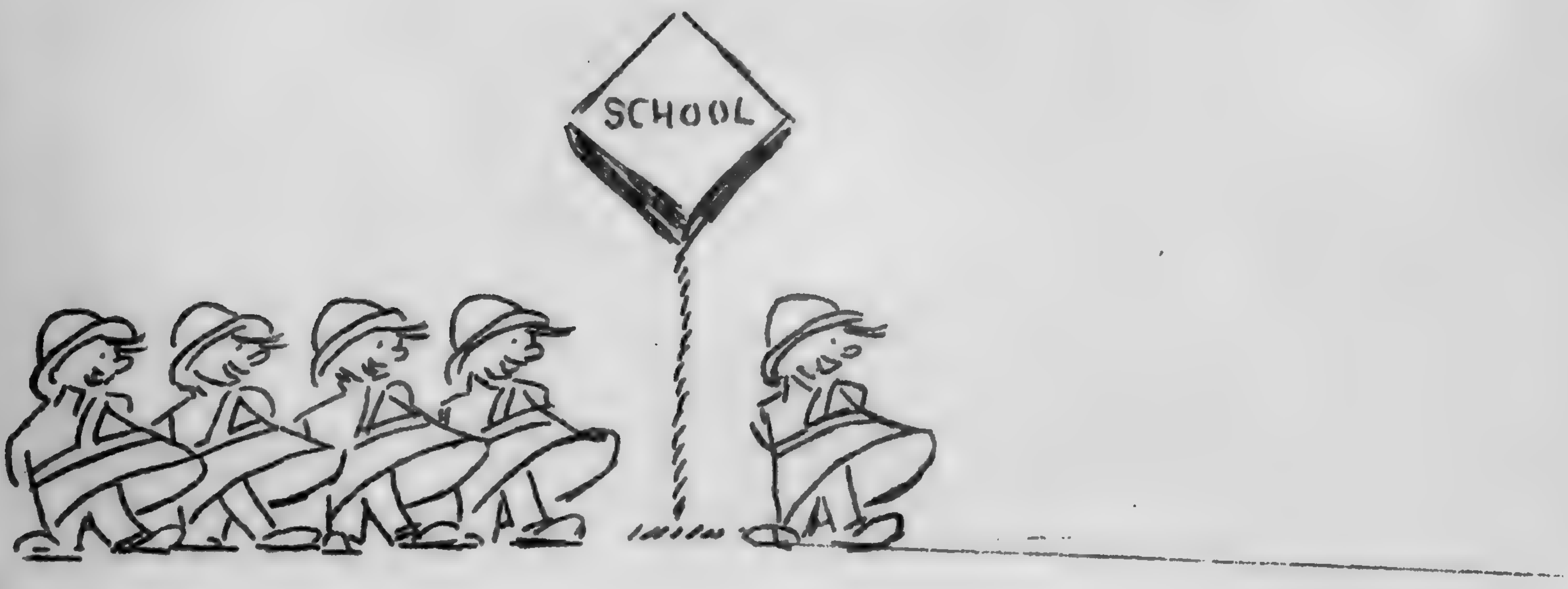
Since 1948 the school census has quadrupled. In this year of 1948 the census was 198 children and now it is 827 children, just a few children under the 1,000 mark that determines a first class school district.

After school activities and summer recreational programs are a major problem inasmuch as the majority of the children live on the opposite side of the Sunset Highway. These children that cross the highway for these activities outside of the regular school hours, are taking their lives in their own hands, since the majority of the cars going by this intersection do not slow down for the blinker or the 20 mile school zone sign.

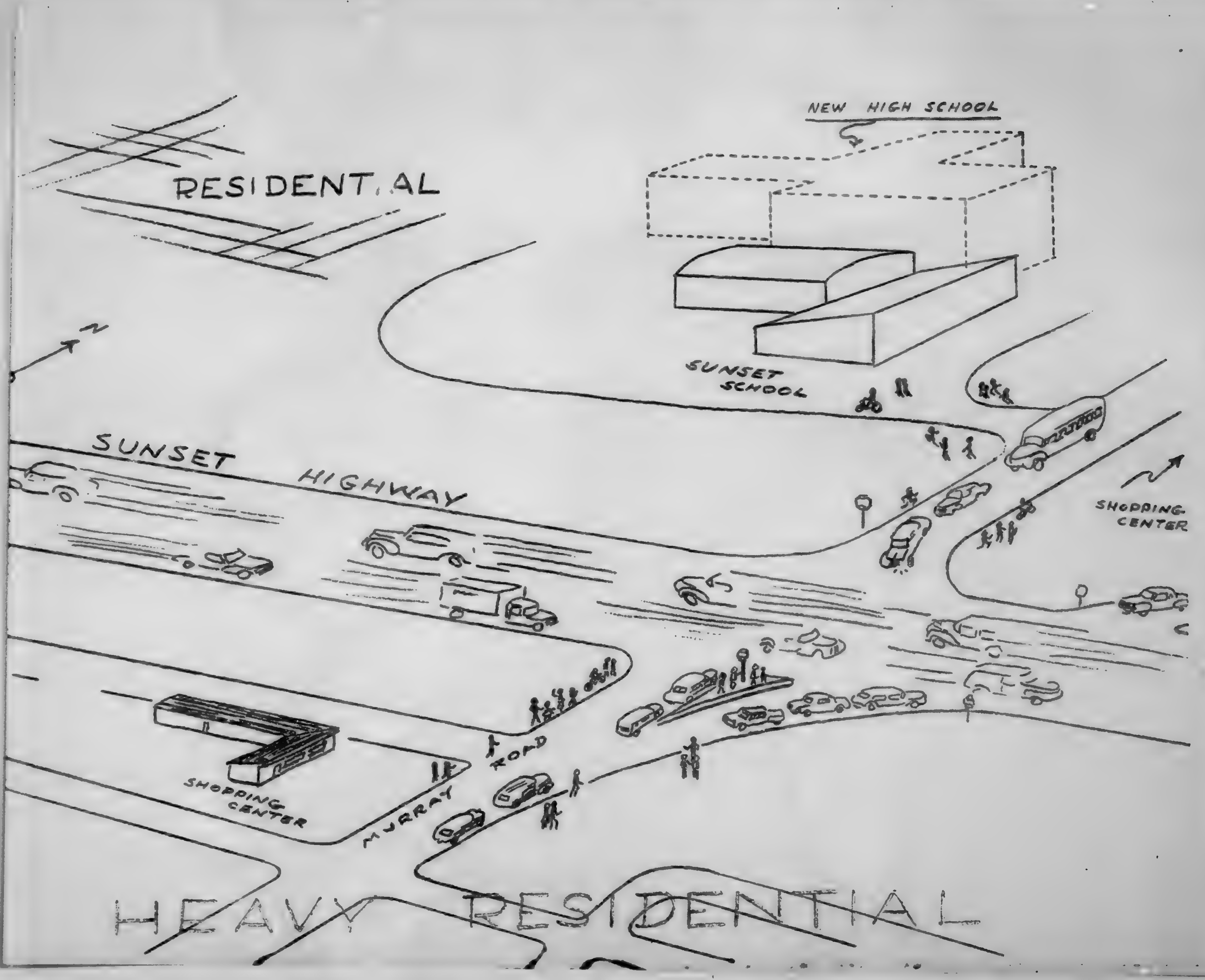
In the fall of 1958 a new Beaverton High School will be built on adjoining property. This will mean an additional 700 students the first year and continue on the next two years until 1500 students will be enrolled in the new building. Seventy percent of these students will have to cross the Sunset Highway. This means that by the fall of 1958 we will have, including the Sunset Valley Elementary School, between 800 and 900 students transported twice a day across the highway. This does not include the many individual student cars that will be crossing at this intersection.

We know that you have many projects, but we sincerely enlist your full support to help to alleviate the very serious problem that confronts our children and our parents.

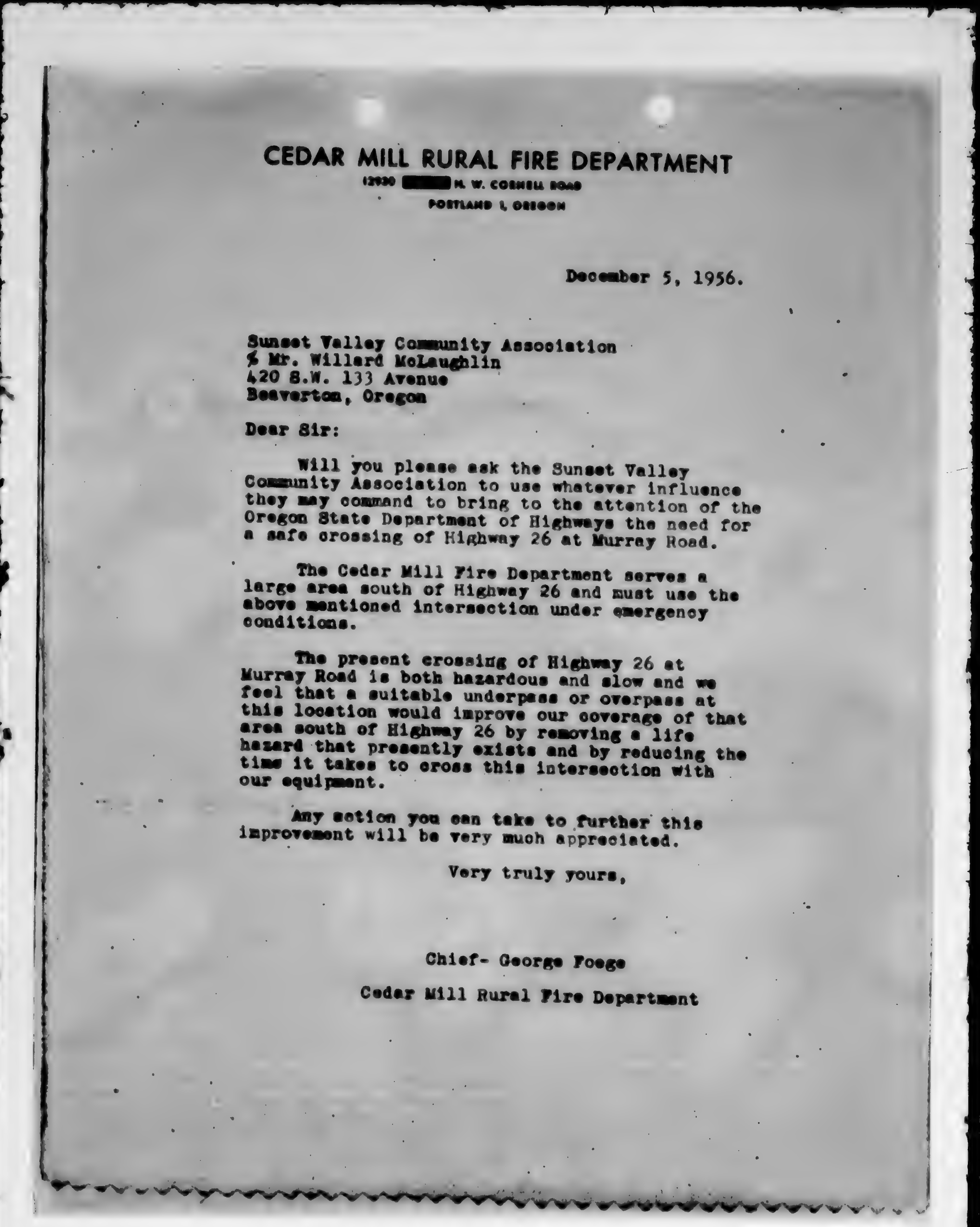




each figure represents 100 students


NEW HIGH SCHOOL
RESIDENT AL
N
SUNSET SCHOOL
SUNSET HIGHWAY
SHOPPING CENTER
SHOPPING CENTER
MURRAY ROAD
HEAVY RESIDENTIAL

"AND WE ARE NOT ALONE IN OUR THINKING!"



CEDAR MILL RURAL FIRE DEPARTMENT
12930 [redacted] N. W. CORNELL ROAD
PORTLAND 1, OREGON

December 5, 1956.

Sunset Valley Community Association
℅ Mr. Willard McLaughlin
420 S.W. 133 Avenue
Beaverton, Oregon

Dear Sir:

Will you please ask the Sunset Valley Community Association to use whatever influence they may command to bring to the attention of the Oregon State Department of Highways the need for a safe crossing of Highway 26 at Murray Road.

The Cedar Mill Fire Department serves a large area south of Highway 26 and must use the above mentioned intersection under emergency conditions.

The present crossing of Highway 26 at Murray Road is both hazardous and slow and we feel that a suitable underpass or overpass at this location would improve our coverage of that area south of Highway 26 by removing a life hazard that presently exists and by reducing the time it takes to cross this intersection with our equipment.

Any action you can take to further this improvement will be very much appreciated.

Very truly yours,

Chief- George Foege

Cedar Mill Rural Fire Department

1165 N. W. 102nd. Ave.
Portland 1, Oregon
December 1, 1956

Sunset Valley Community Association
420 S. W. 133rd. Avenue
Beaverton, Oregon

Attention: Mr. Willard McLoughlin

Gentlemen:

The people in our community are quite concerned about the number of traffic accidents that occur at the intersection of Sunset Highway and Murray Road.

Although most of us in the Cedar Mill School District do not have to cross Sunset Highway every day, still many of us do cross there frequently.

My own family lived in Marlene Village for six months last year, and my husband and I had the experience of using that intersection twice a day six days of the week, and we are convinced that crossing through the fast moving traffic on Sunset Highway is hazardous.

Within the next year or two a new high school capable of handling around 1500 students is to be built near this intersection. This will undoubtedly cause a considerable increase in the amount of traffic and an increase in the number of accidents unless something is done about the intersection.

Our community will give wholehearted support to a plan for eliminating this dangerous situation. We believe an overpass would be the answer to stopping accidents and making the intersection a safe one.

Sincerely yours,

President
Cedar Mill Parent Teacher Ass'n.

November 30, 1956

Sunset Valley Community Association
Attention: Willard McLaughlin
420 S. W. 133rd Ave.
Beaverton, Oregon

Gentlemen:

As president of the Sunset Valley School Parent Teacher's Association, I should like this letter to serve as an expression of the members of our association for the urgent need of an overpass at the intersection of Sunset Highway and Murray Road.

For sometime before and during my term of office there has existed a unanimous approval of our members for such a project. There has been a phenominal growth in population in this district with the heaviest population increase being on the South side of the highway, yet the school with its many varied activities is on the North side of the highway. This district being new and not within city boundaries, the school is the center of almost all the civic and youth activities as well as school activities.

The Sunset Highway is the fastest most direct route from Portland to the coast and as a consequence is heavily travelled. We all enjoy and use this highway and are thankful that it is provided. An overpass across the Sunset highway and Murray Road would be the safest route for our children and parents to get from their homes to their school and many varied meetings. We need it now for a prevention of accidents not later as a cure for accidents.

In behalf of the members of our association we will pledge our support for the consummation of such a highway venture and urge that it be started without further delay.

Sunset Valley P.T.A.

Mrs. Richard B. Ches, President

Portland, Oregon
November 29, 1956

Mr. Willard McLaughlin, President
Sunset Valley Community Association
420 S.W. 133rd Avenue
Beaverton, Oregon

Dear Mr. McLaughlin:

I understand your group is working toward an overpass on the Sunset Highway at its intersection with Murray Road.

An Overpass is a necessary and vital addition for the safety of the many children of the area. As Youth Chairman of the P.T.A., I can attest to the reluctance of parents to permit their children to cross the highway by themselves to attend Scout Meetings, Cub Meetings and other Youth Activities at the School.

You may remember that several years ago, one of the boys in our Youth groups was killed on the highway. To many of us, that tragedy brought home the realization of the dangers existing in a high-speed highway without proper crossings.

The community needs an overpass. Every day that passes represents another potential fatality at the intersection.

The Youth groups will support you 100%.

C. H. Heywood

Youth Chairman,
Sunset Valley P.T.A.

[illegible] N W Cornell Rd.
Portland 1, Oregon

Phone CA 2775

CEDAR MILL SCHOOL

DISTRICT NO 62 JOINT WASHINGTON COUNTY

PRINCIPAL
S. E. DAWSON

DIRECTORS
V. D. COLEMAN, CHAIRMAN
R. R. RHIGER
L. UPPINGHOUSE
MILDRED KIGBY, CLERK

10265 N. W. Cornell Rd.
Portland 1, Oregon
November 29, 1956

Willard McLauglin, President
Sunset Valley Community Association
420 S. W. 133rd Avenue
Beaverton, Oregon

Dear Sir:

This letter is in reference to the need for an overpass at the intersection of N. W. Murray Road and Sunset Highway.

As a resident of the immediate area, south of the Sunset Highway, I have a very personal interest in such an overpass. My place of employment necessitates that I cross the highway at this intersection at least twice a day. I have taken the precaution of investing in a special insurance policy because of the risk involved in crossing at this death trap each day in an automobile. My personal interest is motivated to a great extent by the fact that within the next two years my children will have to cross that highway to attend the Sunset Valley School.

I have lived in my present home only two and one-half years; yet I have been in the position to witness the immediate aftermath of at least six serious accidents at this notorious intersection.

As Principal of the Cedar Mill School, my interest in promoting such an overpass is motivated by my interest in the safety of all school children, a great many of whom must cross at this intersection at least twice a day.

I think there is little question that the need does exist for such an overpass. The subject here becomes a series of questions of great urgency and almost [illegible]

[illegible] We want to know, "When the State Highway Department is going to build an overpass at this intersection."

It makes little sense to me to build overpass routes across the Salem freeway where one car may cross in a three-hour period, while the black shadow of death hovers over the intersection of Murray Road and Sunset Highway in lieu of an overpass, seemingly unnoticed by those with the power to act.

May I hope this letter helps to bring some concrete results?

Sincerely yours,

PRINCIPAL
G. E. DAWSON

DISTRICT NO. 62 JOINT WASHINGTON COUNTY

DIRECTORS
V. B. COLEMAN, CHAIRMAN
R. R. SNIDER
L. UPPINGHOUSE
MILDRED KIDBY, CLERK

10265 N. W. Cornell Rd.
Portland 1, Oregon
November 29, 1956

Willard McLaughlin, President
Sunset Valley Community Association
420 S. W. 133rd Avenue
Beaverton, Oregon

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May I hope this letter helps to bring some concrete results?

Sincerely yours,

Glenn E. Dawson
Principal

GED:mgk

[illegible]

November 20, 1956

Sunset Valley Community Association
420 S. W. 133rd Avenue
Beaverton, Oregon

ATTENTION: Mr. Willard McLaughlin

Gentlemen:

It has been brought to our attention that your organization is studying the need for an overpass at Murray Road and the Sunset Highway. In our opinion, such an overpass is an absolute necessity for the health and welfare of the children of the community.

The school is the logical center for community activities and since it is separated from the bulk of the population by a speedway such as the Sunset Highway either a child's life is endangered everytime he crosses the highway or the activities are denied him because of the danger involved in crossing said highway.

It should be pointed out that this problem will be further aggravated with the building of the new high school.

Please be assured of our whole hearted support in this matter.

Sincerely,

Joe Pearson
President

JP:[illegible]

[illegible] Park & Recreation District

November 19, 1956

Sunset Valley Community Association
420 S. W. 133rd Avenue
Beaverton, Oregon

ATTENTION: Mr. Willard McLaughlin

Gentlemen:

May I take this opportunity to comment on the need for an overpass at Murray Road over the Sunset Highway.

Many children on the south side of Sunset Highway are deprived of leisure time activities offered by our department and the various youth serving agencies of the community because of the danger of crossing Sunset Highway. It is ironical that children living within 2 blocks of the school must be transported in busses or cars to activities normally within walking distance. Even this precaution is no guarantee that they will arrive safely because of the hazard involved for anyone attempting to cross this highway.

This danger will be further aggravated by the problems created by the new high school soon to be built on the north side of the highway.

If I may be of any assistance to your group in this matter, please call upon me as it is of vital concern to the entire community.

Sincerely,

William B. Pond
Superintendent

WBP:mms

Sunset Valley School

DISTRICT NO. 6
575 N. W. MURRAY ROAD
PORTLAND 1, OREGON

November 19, 1956.

Willard McLaughlin
420 S.W. 133rd Ave.
Beaverton, Oregon

Dear Mr. McLaughlin:

The School Board of the Sunset Valley School District #6 wishes to express their desire for a grade separation at the intersection of Sunset Highway and Murray Road.

Over three hundred and fifty (350) students are involved in the crossing of this highway, which means the school district must supply transportation across the highway. This involves a safety factor we must take care of and also a cost factor to both the district and the State.

We feel after six years of requesting a grade separation at this intersection that we should have this protection.

Sincerely yours,

Richard Wismer, Chairman
Sunset Valley School Board

RW/mam

Cedar Mill Bible Church

ALBERT J. WOLLEN
Minister
MI 4-2367

[illegible] N. W. CORNELL ROAD
PORTLAND 1, OREGON

November 17, 1958

Sunset Valley Community Association
c/o Mr. Bill McLaughlin
420 - 133rd
Beaverton, Oregon

Dear Sir:

The problem of crossing Sunset Highway on Murray Road was discussed at the November business meeting of the Cedar Mill Bible Church. Inasmuch as many of the church members are compelled to use this crossing to and from church and often at great danger, it was voted that a letter be written to urge authorities to hasten the construction of an over-pass.

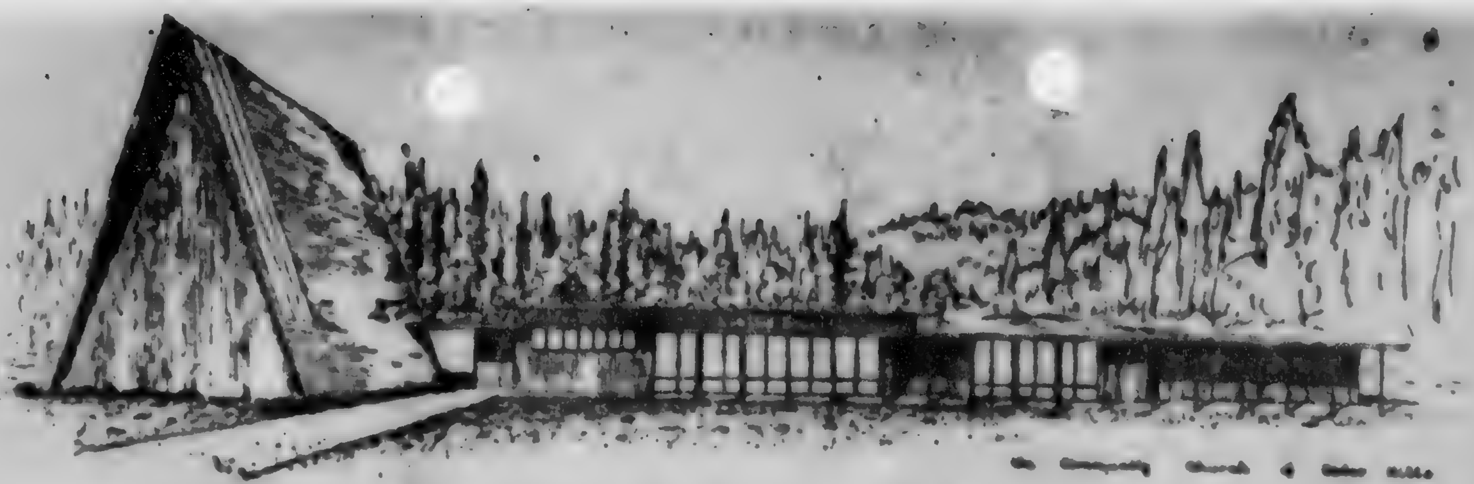
The constant threat to human life that confronts us at this crossing is a source of deep grievance to us and our community. We trust that something can be done in the very near future.

Yours truly,

Pastor, Cedar Mill Bible Church

AJW:mb

• LIVING, CHRIST LOVED • [illegible] CHRIST [illegible] • [illegible] CHRIST JUSTIFIED


The Community Church of Cedar Hills

THE COMMUNITY CHURCH OF CEDAR HILLS
(CONGREGATIONAL)

11695 S. W. PARK WAY
MI 4-[illegible]

PASTOR: W. J. McGETTIGAN
[illegible] S. W. [illegible] LANE
BEAVERTON, OREGON

November 16, 1956

Mr. William McLaughlin
Sunset Valley Community Association
420 S. W. 133rd Avenue
Beaverton, Oregon

Dear Mr. McLaughlin:

All of us in the area lying along the Sunset Highway are deeply concerned in the project your organization is sponsoring - an overpass at the junction of Murray Road and Sunset Highway.

Not only is that crossing a dangerous hazard to automobile traffic, but to pedestrians as well.

The number of children who must cross the main highway at Murray Road makes this project an essential concern of all who live in this area, who drive on Sunset Highway or are interested in the saving of lives of our boys and girls.

As a minister, and as a citizen of the area, I heartily endorse your project.

Sincerely yours,

W. J. McGettigan,
pastor

WJM:js

Union High School District No. 10 Joint

WASHINGTON AND MULTNOMAH COUNTIES

BEAVERTON, OREGON

D. HERBERT ARMSTRONG, SUPERINTENDENT AND CLERK
GEORGE E. ERICKSON, PRINCIPAL
GEORGE S. RUSSELL, ASSISTANT PRINCIPAL

DIRECTORS
CLIFFORD A. MARTIN, CHAIRMAN
DR. VERNON B. HANSEN
FRED SCHELLER
ROY H. BENHAM
EDNA MAUST
LETHA V. TURNER,
SCHOOL ADMINISTRATOR
BOARD SECRETARY

November 16, 1956

Sunset Valley Community Association
420 S. W. 133rd Avenue
Beaverton, Oregon

Attention: Mr. Willard Mc Loughlin

Dear Sir:

The Union High School District is very concerned regarding the need for an overpass across Sunset Highway where Murray Road crosses.

Two of our school buses cross there six times daily. We feel the crossing is a continuous hazard and that the warning light there does not relieve the hazard to any appreciable degree. This crossing involves, at present, approximately 400 high school youngsters.

In just a year from this coming fall, 1958, we anticipate that a high school housing approximately 700 youngsters will be ready for occupancy just north of the present Sunset Valley School. This school by the fall of 1961 will have an enrollment of 1400 pupils. Approximately 70% of the students will be from the area south of Sunset Highway, which means that this large group of youngsters will be passing across this highway on their way to and from school, and again on evenings as they attend school functions.

It would seem to the high school Board that an overpass at this point with protected pedestrian lanes will be an absolute essential. It is needed badly now, but without it conditions will be doubly hazardous when the second school is built.

We sincerely hope that this will not be further delayed and developed, as so often is the case, after a series of fatal accidents forces the issue.

Sincerely,

D. Herbert Armstrong

D. Herbert Armstrong
Superintendent-Clerk

DHA:ajb

Valley News

November 16, 1956

Sunset Valley Community Assoc.
Attn: Willard McLaughlin, pres.
420 S.W. 133rd avenue
Beaverton, Oregon

Dear Sirs:

My congratulations to your organization for your interest in having safety brought to the dangerous intersection of Sunset highway and Murray road. It is a pity that we build such fine highways and then neglect death traps along their way.

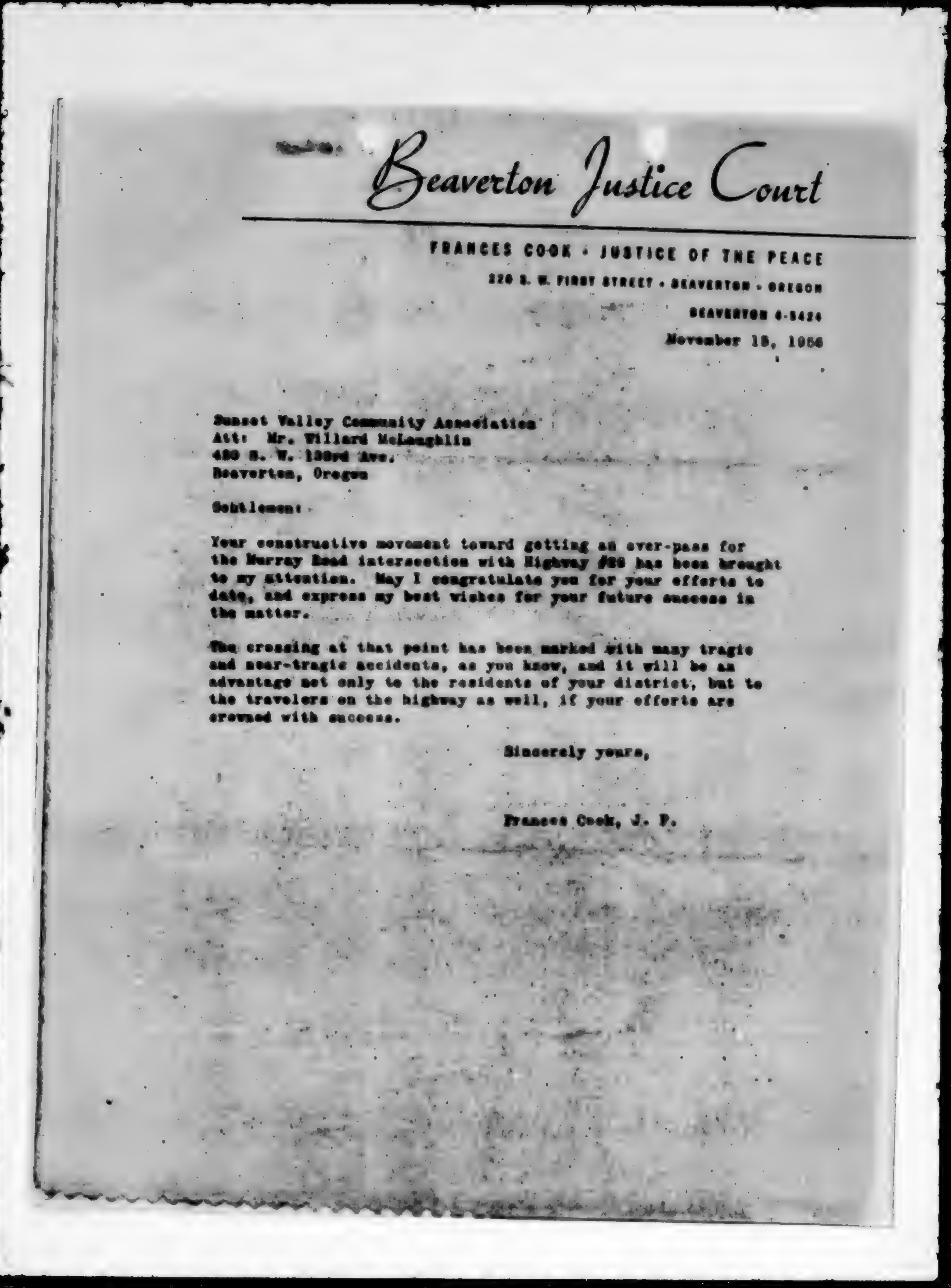
It is certainly worth the expenditure of our intense efforts to have this situation corrected. I know of at least five deaths at this intersection in recent years. The cost and human suffering is deplorable. More accidents and killing is certain if action is not taken immediately.

I have been informed that the state highway commission already has plans drawn for an overhead crossing at this intersection. If a study of engineers at an earlier date indicated this was needed it would seem certain at this time that we are justified in urging action--post haste.

I would certainly offer backing to your group in urging that the state immediately look into the needs of this vital intersection next to a school and take immediate steps to prevent further killing.

Sincerely,

Elbert Hawkins
Editor and co-publisher



Beaverton Justice Court

FRANCES COOK • JUSTICE OF THE PEACE
220 S. W. FIRST STREET • BEAVERTON • OREGON
BEAVERTON 4-5424

November 15, 1956

Sunset Valley Community Association
Att: Mr. Willard McLaughlin
480 S. W. 133rd Ave.
Beaverton, Oregon

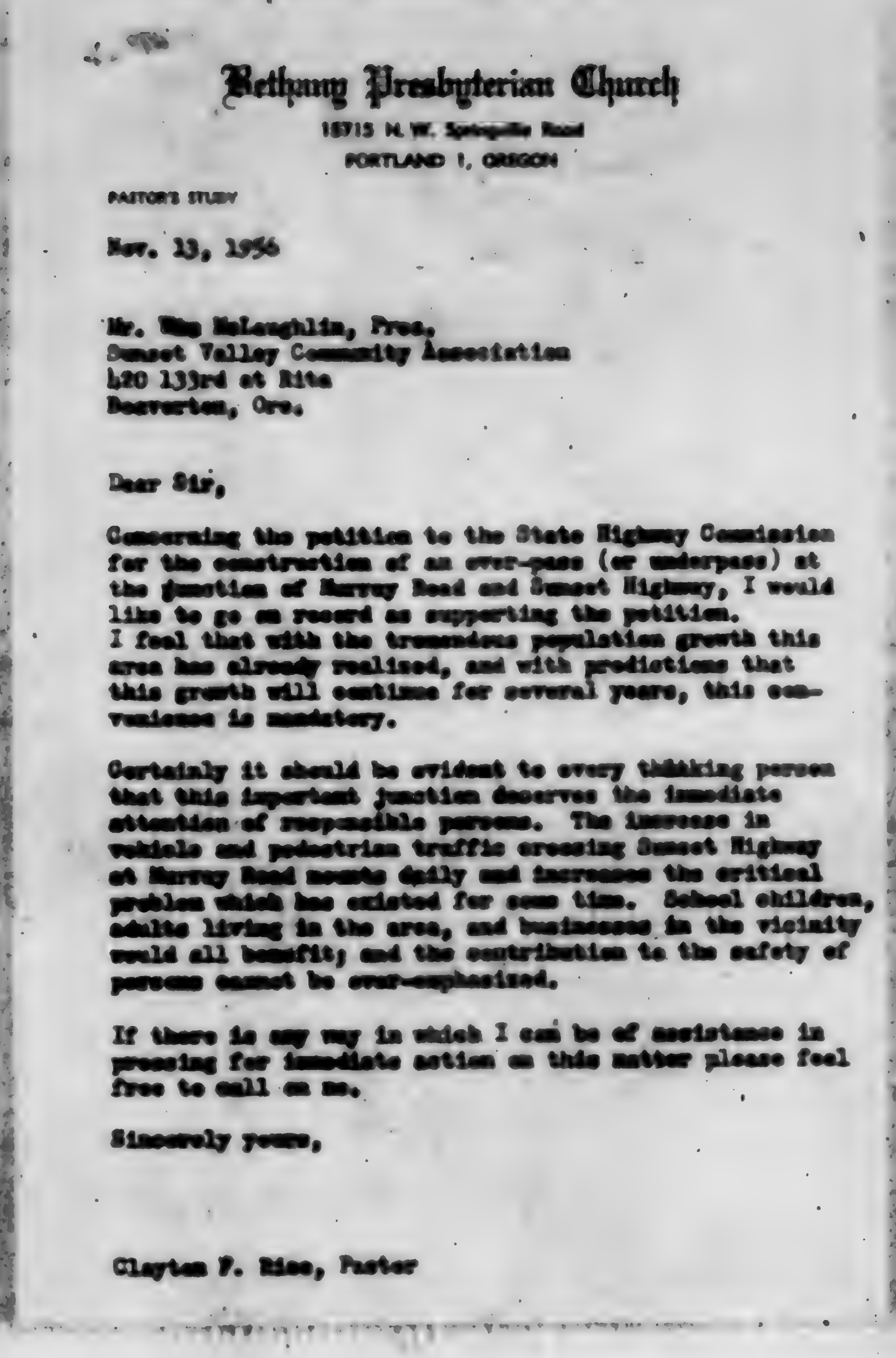
Gentlemen:

Your constructive movement toward getting an over-pass for the Murray Road intersection with Highway #26 has been brought to my attention. May I congratulate you for your efforts to date, and express my best wishes for your future success in the matter.

The crossing at that point has been marked with many tragic and near-tragic accidents, as you know, and it will be an advantage not only to the residents of your district, but to the travelers on the highway as well, if your efforts are crowned with success.

Sincerely yours,

Frances Cook, J. P.



Bethany Presbyterian Church
18715 N.W. Springville Road
PORTLAND 1, OREGON

PASTOR'S STUDY

Nov. 13, 1956

Mr. Wm McLaughlin, Pres.
Sunset Valley Community Association
420 133rd at Rita
Beaverton, Ore.

Dear Sir,

Concerning the petition to the State Highway Commission for the construction of an over-pass (or underpass) at the junction of Murray Road and Sunset Highway, I would like to go on record as supporting the petition.
I feel that with the tremendous population growth this area has already realized, and with predictions that this growth will continue for several years, this convenience is mandatory.

Certainly it should be evident to every thinking person that this important junction deserves the immediate attention of responsible persons. The increase in vehicle and pedestrian traffic crossing Sunset Highway at Murray Road mounts daily and increases the critical problem which has existed for some time. School children, adults living in the area, and businesses in the vicinity would all benefit; and the contribution to the safety of persons cannot be over-emphasized.

If there is any way in which I can be of assistance in pressing for immediate action on this matter please feel free to call on me.

Sincerely yours,

Clayton F. Rice, Pastor

"THANK YOU FOR YOUR TIME"

In summary, these are the reasons, in brief, why we feel a grade separation is justified at this intersection:

1. We are a community divided by a major highway. Our homes are on one side, while the hub of community recreation and education is on the other.

2. In the past 9 years our population has increased 4 times. There is every reason to believe that, observing the trend toward suburban living, this increase will continue indefinitely.

3. A new high school is planned for the Fall of this year, adding 700 students to the 500 presently enrolled in Sunset Valley Grade School. This will mean a total of 830 student crossings per day to and from school.

4. Every day, 4200 cars cross Murray Road headed west on Sunset Highway while 1900 cars traveling on Murray Road cross Sunset Highway from the south. 1300 cars cross the highway from the north on an average day. These figures are conservative, since they were compiled in 1954.

5. Since ~~1948~~ 1951 there have been 47 accidents at this intersection, causing 21 injuries and at least 4 fatalities.

6. Every representative group in the Sunset Valley area has urged us to meet with the Highway Commissioners to ask for support in relieving this serious condition.

BIBLIOGRAPHY

POPULATION FIGURES................SUNSET VALLEY SCHOOL CENSUS AND SUNSET VALLEY SANITARY SCHOOL DISTRICT

TRAFFIC COUNT.....................WASHINGTON COUNTY ROADMASTER'S OFFICE AND ASSISTANT TRAFFIC ENGINEER, OREGON STATE HIGHWAY DEPARTMENT

SCHOOL INFORMATION................PHIL NEWITT, PRINCIPAL OF SUNSET VALLEY SCHOOL AND HERBERT ARMSTRONG, SUPERINTENDENT AND CLERK, UNION HIGH SCHOOL DISTRICT #10, BEAVERTON

RECEIVED
MAR 26 1957
FOR FILING

F-186(16)

[illegible]

Cross Referenced To:
Maint.
Traffic S
Hwy. Light

Cross Referenced To:
Maint
Traffic S
Channel
[illegible]

March 26, 1957

Nona A. Hook, Secretary
Leedy Grange No. 339
11465 N. W. West Road
Portland 1, Oregon

[illegible]
5515
#575
1526
1721

Dear Madam:

This acknowledges your letter of March 20, 1957 in which you advise that Leedy Grange No. 339 at a recent meeting went on record in favor of asking the State Highway Commmission to alleviate as soon as possible a hazardous condition that exists on the Sunset Highway at its intersection with Murray Road near the Cedar Mill community.

This matter was discussed by the State Highway Commission at its meeting on March 1, 1957 when a delegation from your vicinity appeared in behalf of the project. The delegation requested some type of grade separation. The matter was discussed at some length and the group was informed that the Commission is cognizant of the conditions that exist at this point and is going to give the project serious consideration in the formulation of future highway programs, but it does not have funds available to finance the improvement now.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

11465 N. W. West Road
Portland 1, Oregon
March 20, 1957

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Members of Leedy Grange No. 339 (Cedar Mill) in business session passed a motion that your department be contacted as to the urgency of something being done soon at the intersection of Murray Road and Sunset Highway (near our Cedar Mill community). It is our understanding that buildings were set back some time ago with the thought of an over-pass being constructed.

This growing community has had this hazardous situation to contend with and find it increases. North and South bound travel on Murray Road desiring to cross Sunset find it a real problem. It is a point of great danger and constant threat to human life.

We trust that something will be done in the very near future.

Yours truly,
Nona A. Hook
Nona A. Hook, Secretary
Leedy Grange No. 339

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
MAR 22 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 27 1957
FOR FILING

FORM E-30X—67,800—6-56—96555

F-186 (162

5112

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
March 25, 1957

SUBJECT: Grade separation and interchange - Murray Road on Sunset Highway

To: Mr. Tom Edwards
Construction Engineer

Please proceed with final details of a design of grade separation and interchange at Murray Road on the Sunset Highway. When the design and estimate are complete, bring them to me and we will work out the details of the financing. It is probable that we will wish to contract this work during the 1957 season.

Forrest Cooper

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

RECEIVED
MAR 22 1957

FOR FILING
F-186(16)

5112

Cross Referenced To:
Maint
Traffic S
Hwy Lighting

STATE HIGHWAY COMMISSION MEETING

Delegation Sunset Valley Community Assn, Beaverton, re safeguarding traffic at Sunset Hwy (US 26) and Murray Road

Date March 1, 1957

Time 10:30 a.m.

Cross Referenced To:
Maint
Traffic S
Channel.
[illegible]

Name	City or Town	Capacity
Alan Hicks (spokesman)	Portland	Sunset Valley Community Assn.
Willard McLaughlin	Beaverton	Pres., "
Phil Newitt	Portland	Supt. , Sunset Valley School

NOTED
H. B. GLAISYER

Agenda
3/1/57

February 6, 1957

Mr. Willard McLaughlin, President
Sunset Valley Community Assn.
420 S. W. 133 Ave.
Beaverton, Oregon

Dear Mr. McLaughlin:

In your letter of January 31, 1957, which was received in today's mail, you request an appointment with the State Highway Commission for a committee representing your Association to discuss means of safeguarding traffic at the intersection of the Sunset Highway (U. S. Highway 26) and Murry Road.

The Highway Commission will be pleased to grant your committee a hearing on this subject. The next regular commission meeting is scheduled to be held on Thursday and Friday, February 28 and March 1, 1957. Delegations will be heard on the second day, Friday, March 1, on which day I have reserved for the convenience of your group fifteen minutes of time starting at 10:30 A. M., which I trust is satisfactory.

The Highway Commission holds its meetings in the Queens Room in the basement of the Imperial Hotel, in Portland.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:asm

cc: Members of the Highway Commission

W. C. Williams

3/1/57

AGENDA
MARCH 1957
D

Sunset Val[illegible]munity Assn.

January 31, 1957

Oregon State Highway Commission
Salem, Oregon

Willard Mc Laughlin
420 S.W. 133 Ave.
Beaverton, Oregon

Gentlemen:

I am writing in request, to you, to allow a committee of our association to appear before your commission to discuss means of obtaining a safe intersection at Murry Road and Highway #26, better known as the Sunset Highway.

The only solution to this problem lies within the authority of the Highway Commission and we feel some type of grade separation is needed. The Sunset Valley Community Association has watched the growth of this area with deep concern over the increasing liability to the general safety to everyone traveling through this intersection. We believe our cause is just and URGENT for the safety of our families and the many people that travel Sunset Highway.

I hope you will look with favor upon this request and grant us an audience at your earliest convenience.

Respectfully,

Willard McLaughlin
Willard McLaughlin, President

WM/mm

Copies to:
Phil Newitt
Principal Sunset Valley School

RECEIVED
FEB 6 1957
OREGON
STATE HIGHWAY COMMISSION

10:30 AM
March 1, 1957

ANSWERED
H. B. GLAISYER

D

18

PETITION FOR HIGHWAY CROSSING

We, the undersigned, being residents of the Sunset Valley School District, do hereby make formal petition to the Oregon State Highway Commission for construction of a highway over (or under) pass in Washington County at the intersection of Sunset Highway and Murray Road.

NAME	ADDRESS
Robert J LeRoy	725 N.W. Dale Ave
Mrs. R. J LeRoy	
Mrs John Krieck Jr	730 NW Dale Ave
Mr John Krieck Jr.	
Joseph J. Smith	200 NW Dale Ave. Portl
Blanche B. Smith	
Mrs. W.H Cravens	695 N.W Dale ave
C. R. Dilwig	610 N.W. Dale ave Port.
Otis C Simmons	665 N W Dale Ave
Lola Mae Simmons	665 N.W. Dale Ave
Mrs Donald F Westman	
Mrs. C. M. Hynes	605 N.W. Dale ave
Mrs W.M. Raymon	
Mrs C G Allard	
C. G. Allard	
Robert H. Ziegler	13409 N.W. Skeany
Imogene Ziegler	"

18

PETITION FOR HIGHWAY CROSSING

We, the undersigned, being residents of the Sunset Valley School District, do hereby make formal petition to the Oregon State Highway Commission for construction of a highway over (or under) pass in Washington County at the intersection of Sunset Highway and Murray Road.

NAME	ADDRESS
Joy D. Hallendsworth	10 S.W. 131st ave.
Agnes M. Croke	35 S.W. 131st Ave
Alice M. Berg	40 S.W. 131st Ave
Bonnie J. Ellis	65 S.W. 131st Ave.
Evelyn M. Kraus	75 S.W. 131st Ave
Winifred B. Stanley	85 S.W. 131st Ave.
June A. Ryblom	80 SW 131st Ave
Evelyn R. Harter	105 S.W. 131st Ave.
Elizabeth Chambers	70 SW 131ST AVE
Donald S Chambers	70 SW 131ST AVE
Allen van Veen	90 S.W. 131st ave
Evelyn van Veen	90 SW 131st ave.
Nancy [illegible]	120 SW 131 Ave.
[illegible]	"
Shirley Hamilton	110 S.W. 131st Ave.
[illegible]	" " "
Margaret D. Butler	135 S.W. 131st Ave
Leola M. Campbell	15 S.W. 131st Ave.

7

PETITION FOR HIGHWAY CROSSING

We, the undersigned, being residents of the Sunset Valley School District, do hereby make formal petition to the Oregon State Highway Commission for construction of a highway over (or under) pass in Washington County at the intersection of Sunset Highway and Murray Road.

NAME	ADDRESS
Mrs. [illegible] Cooke	1359 S.W. Park Lane Portland
Mrs. Lowell G. Young	15 S.W. Murray Rd. Port.
Mrs. Frank King	13657 S.W. Park Lane
Mrs. Eleanore Chilson	155 S.W. Murray Rd., Beaverton, Ore.
Edward C [illegible]	183 S.W. Murray Rd Beaverton Ore
Mrs. Marvin J. Morris	13445 N.W. Milburn Beaverton
Marvin J. Morris	

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DEC 19 1956
FOR FILING

F-184 (4)

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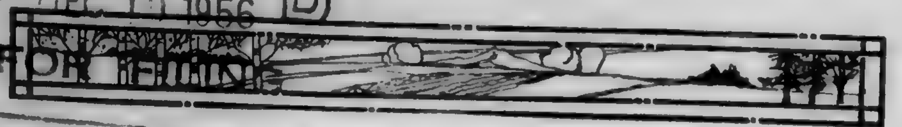

Sunset Valley School

DISTRICT NO. 6
575 N. W. MURRAY ROAD
PORTLAND 1, OREGON

Cross Referenced To:
Maint
Traffic S
Channel. Gen

Cross Referenced To:
Maint
Traffic S
Hwy. Light

725
3515
4575
4626
6721

December 17, 1956

Mr. W. C. Williams
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Williams:

We wanted to let you know that we very much appreciated the time you gave us to explain our problem; the need for a grade separation at Murray Road and Sunset Highway.

We are looking forward to a hearing with the Highway Commissioners and you sometime in January.

Merry Christmas and a Happy New Year to you and your family.

Sincerely yours,

Phil Newitt

Phil Newitt
Superintendent

PGN:vh

RECEIVED
DEC 19 1956
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
DEC 10 1956
FOR FILING

F-186 (11)

5112

Cross Referenced To:
Maint
Traffic S
Channel. Gen.

Cross Referenced To:
Maint
Traffic S
Hwy. Light.

December 7, 1956

Mr. Phil Newitt, Superintendent
Sunset Valley School, District No. 6
575 N. W. Murray Road
Portland 1, Oregon

725
3515
4575
4626
6721

Dear Sir:

Dr. Rex Putnam has forwarded to me your letter of November 30 having reference to conditions existing at the Murray Road crossing of the Sunset Highway in proximity to the Sunset Valley School.

The Highway Commission is very cognizant of the desirability of the ultimate elimination of any cross traffic at grade at this location but, so far, has been unable to allocate any funds to accomplish such purpose. I think you will readily understand that there are hundreds of such conditions, state wide, and it will take a long period of time to effect a solution to all. The Highway Commission is tentatively considering the installation of a traffic-separation structure at this point sometime within the next five years, but all funds for the first two years of this period have been programmed so that the improvement could not be undertaken before at least three years from now.

In the meantime, as you know, we have installed a flashing beacon at this intersection and installed a 20-mile-an-hour speed limit, which is the best relief we can give until such time as a grade separation can be effected.

I would be most pleased to discuss this matter with you, if you so wish, at any mutually convenient time.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Dr. Rex Putnam
Mr. Forrest Cooper

STATE OF OREGON
DEPARTMENT OF EDUCATION
DIVISION OF GENERAL EDUCATION
106 STATE LIBRARY BUILDING
SALEM, OREGON

December 3, 1956

Mr. W. C. Williams
State Highway Engineer
STATE HIGHWAY BUILDING

My dear Mr. Williams:

Inclosed is a letter to this department from Mr. Phil Newitt of 575 N. W. Murray Road, Portland 1, Oregon, concerning certain dangers confronting the Sunset Valley School as the result of a highway situation. The letter is self-explanatory and we would appreciate your serious consideration of the matter.

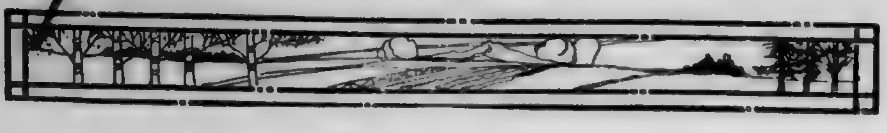
Sincerely yours,

Rex Putnam

REX PUTNAM
Supt. Public Instruction

RP:MAH
INCL
cc: Phil Newitt

RECEIVED
DEC 4 1956
OREGON
STATE HIGHWAY COMMISSION



Sunset Valley School

DISTRICT NO. 6
575 N. W. MURRAY ROAD
PORTLAND 1, OREGON

RECEIVED
DEC 3 - 1956
STATE DEPT. OF EDUCATION

November 30, 1956

Dr. Rex Putnam
Superintendent of Public Instruction
105 State Library Building
Salem, Oregon

Dear Rex,

I am writing in behalf of our school board in regard to a very serious problem in our school district.

This problem has to do with safety. The Sunset Highway is a very busy highway and as a safety precaution, we must transport approximately 350 students who live under a mile across the highway to and from our school. If we had an overpass, underpass, a grade separation or any other means for children to safely cross the highway, we would have no problem.

Just recently a blinker light was installed and a 20-mile an hour speed limit posted, but the attention paid these signals does in no way give proper safety for children to cross this highway to and from school.

With this minimum of information we are hoping to gain the support from the State level so that we might secure this protection for our children.

Through our local Community Association and the school, we are planning to meet with the Highway Commissioners and Mr. W. C. Williams, State Highway Engineer. This means if we are scheduled for a hearing in the near future, we must have the proper facts and support to present to these gentlemen.

We will be very appreciative of any help or support you may give to us.

Sincerely yours,

Phil Newitt

Phil Newitt
Superintendent

PGN:vh

RECEIVED
DEC 3 1956
FOR FILING

FORM E-30X—50,000—10-54—79484

F [illegible]

5112

Cross Referenced To:
Maint
Traffic S
Channel

Cross Referenced To:
Maint
Traffic S
Hwy Light.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 26, 1956

SUBJECT: Traffic Hazards
Sunset Highway-Murray Road
US26 - Hwy. 47 - M.P. 67.12

To: MEMO TO FILE

A Mr. James L. Puckering, General Insurance Company of America, 209 SW Fourth Avenue, Portland, Oregon, contacted the writer on Wednesday, November 21, making inquiry as to traffic volume, accident data, etc., at the above referred to location. He advised that it was his intent in representing members of his community to petition the State Highway Commission for a hearing at sometime in the future, at which time they would request the construction of a traffic interchange.

I advised him of the Highway Commission's most recent action, installing a flashing beacon and additional signing, He said that the residents of this area were most appreciative and he felt the flashing beacon was a distinct help. He said the community has plans for construction of a highschool on the north of the highway within the next four or five years which will aggravate the situation.

The writer furnished Mr. Puckering with the following information:

ACCIDENT EXPERIENCE AT MURRAY ROAD
INTERSECTIONAL ACCIDENTS
Sunset Highway

Intersection	Year	Total Accidents	Persons Killed	Persons Injured
Murray Road	1951	8	0	11
	1952	6	0	2
	1953	14	2	6
	1954	7	1	0
	1955	10	0	0
	5 mos.1956	2	1	2
	Total	47	4	21

With respect to traffic volume data he was advised that, based on traffic counts at the intersection in 1951, the all-vehicle volume in both directions north of the intersection was 1300 vehicles, east of the intersection 3800, south of the intersection - 1900 vehicles and west of the intersection - 2400 vehicles. He was further advised that the 1955 ADT on the Sunset Highway east of Cornell Road (M.P. 65.86) was 4200 vehicles and just east of Cedar Hills Blvd. (M.P. 68.38) the 1955 ADT was 5700 vehicles. He was also advised that just west of the Tualatin Highway (M.P. 70.76) the 1955 ADT was 7400 vehicles.

I believe Mr. Puckering will write to Mr. Williams requesting that a representative of the Highway Department be made available to the residents of the community for a general discussion of traffic and future plans of our Department.

J. Al. Head
Assistant Traffic Engineer

JAH:njs

cc: W. C. Williams
Forrest Cooper
G. S. Paxson
Tom Edwards
A. G. Skelton

RECEIVED
NOV 27 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 11 1956
FOR FILING

F. W (W)

512

Cross Referenced To:
Maint
Traffic S.
Channel.
Gen

Cross Referenced To:
Maint
Traffic S
Hwy. Light

October 10, 1956

725S
3515W
4575W
4626W
6721B

Mr. Phil Newitt, Principal
Sunset Valley School
575 N. W. Murray Road
Portland 1, Oregon

Dear Mr. Newitt:

In your letter of October 9 you advised that the installation of the flashing beacon at the intersection of Murray Road and Sunset Highway is inadequate and will not afford proper safety for students crossing this highway.

The ultimate solution at this location, of course, is a grade separation, and the Highway Commission in its long-range program is considering interchanges such as this throughout the state. You must realise that there are many places where such grade-separation interchanges should be constructed, but there is only a certain amount of funds with which to do this work and it will take several years before all the ones of high priority can be taken care of.

What we propose to do will be of very great benefit. In the first instance, the flashing beacon will give more notice of the necessity of stopping for side-road traffic and will decrease accidents which now result from failure to stop, which in some instances is caused by failure of the vehicle driver to see the existing stop sign. The flashing beacon will flash amber (which means "caution") on the main highway and thus give more notice to traffic on the highway that this is an important intersection.

In addition to the beacon, we will install very soon oversized "school crossing" signs on either side of this intersection and on this sign will be a 20-mile-per-hour speed sign.

Pending the time when the Highway Commission can construct an interchange, this is the best protection that we can now devise.

You state that this area has been promised an overpass. I am very certain that the State Highway Commission has at no time made any commitment as to the construction of an overpass at this location, although the Commission is very cognizant of the desirability of constructing such an overpass when funds are available.

NOTED
R. B. GLAISYER

You asked that you have a hearing with the Highway Commissioners, and if you will address a letter to Mr. H. B. Glaisyer, Secretary of the Highway Commission, he will be pleased to arrange for your appearance before the Highway Commission at one of its regular meetings in Portland.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Mr. Forrest Cooper

Mr. Glaisyer -
Please note
page 2.
H.S.

NOTED
H. B. GLAISYER

Sunset Valley School

DISTRICT NO. 6
575 N. W. MURRAY ROAD
PORTLAND 1, OREGON

October 9, 1956

[illegible]
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

In regard to your letter of October 2, 1956, by Mr. G. S. Paxson, whereby approval was given by the Highway Commission at their meeting September 27th to install a flashing beacon at the intersection of Murray Road and Sunset Highway, we feel this is inadequate and will not afford proper safety for the number of students we have crossing this highway.

Please hold up on the flashing beacon until we, from this area, may have a hearing with the Highway Commissioners.

My understanding is that this area has been promised an overpass because of the dangers involved at this particular crossing.

Thank you for your kind consideration of our problem.

Sincerely yours,

Phil Newitt

Phil Newitt
Principal

PGN:vh

RECEIVED
OCT 10 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 15 1956
FOR FILING

[illegible]

4a-1

October 8, 1956

Mr. Clifford A. Martin
13765 N. W. McLain Way
Portland 1, Oregon

Dear Mr. Martin:

On July 9, 1956 you directed a communication to Hon. Elmo Smith, Governor of Oregon, in which you pointed out the need for installation of caution signs at the intersection of Sunset Highway and Murray Road. Governor Smith referred the communication to the State Highway Department and an investigation of conditions existing at the intersection was made by the Traffic Engineering Division.

The State Highway Commission at its meeting on September 27, 1956 discussed the Engineer's report on the subject, which included his recommendation that a flashing beacon be installed at this location, the same to flash red to Murray Road and amber to the Sunset Highway. He also recommended that the intersection be blanketed with oversized crossword symbol signs. You will be pleased to know that the Highway Commission adopted his recommendations and authorized the Engineer to proceed with the installation as soon as possible.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

cc: F. B. Crandall

Hon. Elmo Smith, Governor
State of Oregon
Capitol Building
Salem, Oregon

RECEIVED
AUG 29 1956
FOR FILING

August 28, 1956

Oregon State Highway Commission

Gentlemen:

Mr. Clifford A. Martin, 13765 N. W. McLain Way, Portland 1, Oregon, wrote to Governor Elmo Smith on July 9 advising of a hazardous condition at the intersection of the Sunset Highway and Murray Road west of Portland. The Traffic Engineer has investigated this complaint and I have his report.

The optimum solution to the problem at hand is the construction of an overcrossing at Murray Road and connecting ramps to the Sunset Highway so as to eliminate all turning movements and cross traffic at grade. This is under consideration in the future programming of highway construction in the Portland area. However, it is some time off and there has been a total of 47 accidents at this location during the period from January 1, 1951 to May 31, 1956. Four persons were killed and twenty were injured. There were 28 angle collisions and one pedestrian fatality. Some time ago the Commission approved the construction of an "outrigger" left-turn lane at this intersection, which has tended to help the situation. We have previously hesitated to recommend the installation of a flashing beacon, but, in view of the fact that considerable benefit has accrued to the motoring public at the North Plains Junction, I feel it would now be advisable to install a flashing beacon at this location, which will flash red to Murray Road and amber to the Sunset Highway, and blanket the intersection with over-sized crossroad symbol signs.

The total cost of the flashing beacon, which would be borne by the State, is estimated to be $700. There are sufficient funds in the 1956 Minor Betterment Budget for Traffic Signal Projects to be Selected to cover this expenditure, and I recommend we proceed immediately with the installation.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. C. H. Maison
Mr. F. B. Crandall

JAH:njs fn

RECEIVED
AUG 29 1956
FOR FILING

August 28, 1956

CO

[illegible]

Honorable Elmo Smith
Governor of the State of Oregon
State Capitol
Salem, Oregon

Dear Governor Smith:

I return herewith the letter addressed to you under date of July 9 by Clifford A. Martin, having reference to the intersection of the Sunset Highway and Murray Road.

We have made a complete investigation of this matter and are recommending to the State Highway Commission at its September meeting that we install oversize advance crossroad signs supplemented by a flashing beacon which will flash red "stop" to the Murray Road traffic and flash amber "caution" to traffic on the Sunset Highway. If approved by the Commission, which we are quite certain it will be, we will take care of the necessary additional signing and flashing beacon as soon as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.
cc Mr. Cooper
Mr. Paxson

REFERRED TO
Williams,
By State Highway Engineer

Please handle

RECEIVED
JUL 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 530—60M—2-55—82966

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1956

SUBJECT: Investigation of Traffic Hazards
Sunset Highway at Murray Road
US26 - Hwy. 47 - M.P. 67.17

RHB 6721

To: R. H. Baldock
State Highway Engineer
Office

I am returning correspondence on the above assignment. Also attached is a collision diagram for the intersection in question as well as a listing of intersectional accidents at Murray Road, Cornell Road, Cornelius Pass Road and North Plains Junction.

As is shown by the collision diagram, there were 47 accidents at this point during the period from January 1, 1951 to May 31, 1956. Four persons were killed and 20 were injured. There were 28 angle collisions and one pedestrian fatality.

You will recall that some time ago we constructed an outrigger left turn lane at this intersection. We have also studied it at various times for school boy patrols, traffic signals, etc.

Signalization or speed zoning would be of negative value at this intersection. The final answer, of course, is separation and construction of an interchange. Short of that, it is recommended that oversize advance crossroad signs be placed and that a flashing beacon be installed at the intersection. Normally, a flashing beacon at a four-way intersection such as this is of no value, however, we did obtain considerable benefit from installation of a flashing beacon at the North Plains Junction some miles to the west. It is believed the installation was of benefit because of the high speed approach over a long distance and the fact that a driver on the highway tended to become semi-hypnotized and was not aware of the existence of an intersection.

Presuming that you approve of installing a flashing beacon at an estimated cost of $700, I attach hereto a suggested-draft to the State Highway Commission. I do, however, wish to call your attention particularly to the attached intersectional listing where you will note that of the four intersections: Murray Road, Cornell Road, Cornelius Pass Road and North Plains Junction, the accident picture at Murray Road is by far the more critical. I understand that some thought is being given to construction of an overcrossing and traffic interchanges along the Sunset Highway west of Portland, and from past experience accident-wise, based on traffic useage, Murray Road should be high on the priority list.

F. B. Crandall

F. B. Crandall
Traffic Engineer

JAH:njs
cc: W. C. Williams
G. S. Paxson
Forrest Cooper

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
July, 1956

INTERSECTIONAL ACCIDENTS
Sunset Highway

Intersection	Year	Total Accidents	Persons Killed	Persons Injured
Murray Road	1951	8	0	11
	1952	6	0	2
	1953	14	2	6
	1954	7	1	0
	1955	10	0	0
	5 mos. '56	2	1	2
	Total	47	4	21
Cornell Road	1951	1	0	0
	1952	3	0	0
	1953	5	0	1
	1954	7	0	3
	1955	6	0	5
	5 mos. '56	2	0	0
	Total	24	0	9
Cornelius Pass Road	1951	2	0	6
	1952	3	0	1
	1953	2	0	2
	1954	1	0	0
	1955	1	0	0
	5 mos. '56	1	0	0
	Total	10	0	9
North Plains Junction	1951	6	0	0
	1952	5	4	5
	1953	3	0	1
	1954	2	0	1
	1955	1	0	0
	5 mos. '56	1	0	0
	Total	18	4	7

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible] mo. [illegible]	[illegible]	[illegible]	[illegible]
	Total	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
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	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible] mo. [illegible]	[illegible]	[illegible]	[illegible]
	Total	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
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	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible] mo. [illegible]	[illegible]	[illegible]	[illegible]
	Total	[illegible]	[illegible]	[illegible]
North Platte Junction	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
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	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible] mo. [illegible]	[illegible]	[illegible]	[illegible]
	Total	[illegible]	[illegible]	[illegible]

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
July, 1956

INTERSECTIONAL ACCIDENTS
Sunset Highway

Intersection	Year	Total Accidents	Persons Killed	Persons Injured
Murray Road	1951	8	0	11
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	1954	7	1	0
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	1955	6	0	5
	5 mos. '56	2	0	0
	Total	24	0	9
Cornelius Pass Road	1951	2	0	6
	1952	3	0	1
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North Plains Junction	1951	6	0	0
	1952	5	4	5
	1953	3	0	1
	1954	2	0	1
	1955	1	0	0
	5 mos. '56	1	0	0
	Total	18	4	7

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

ELMO SMITH
GOVERNOR

July 12, 1956

Mr. Clifford A. Martin
1376 N. W. McLain Way
Portland 1, Oregon

Dear Mr. Martin:

I have received your letter of July 9th, calling my attention to your request to the State Highway Department for caution signs at the intersection of the Sunset Highway and Murray Road. While I do not know what can be done on this matter, I shall be very glad to discuss it with Mr. R. H. Baldock, State Highway Engineer at the first opportunity.

I appreciate your thought in calling this traffic situation to my attention.

Sincerely yours,

Governor

ES:rs

bc: R. H. Baldock

RECEIVED
JUL 12 1956
TRAFFIC ENGINEER

REFERRED TO
Crandall
By State Highway Engineer

Please furnish memo

COPY

RECEIVED
JUL 13 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ACME ELECTRIC COMPANY
6975 S. W. CANYON ROAD
PORTLAND 1, OREGON
CY 2-2155

CONTRACTING WIRING

July 9, 1956

Governor Elmo Smith
State Capitol Building
Salem, Oregon

Dear Sir,

In the past several years three letters have gone to the Oregon state highway department requesting caution signs to be placed at the Sunset highway and Murray road crossing. These letters were authorized by the Sunset Valley School district#6, Beaverton Union high #10 board of directors and the Cedar Mill Community club. We have a condition unique in that our highway traffic is very fast and travels through an intersection that carries the load of shoppers and school children back and forth between two heavily settled residential districts.

During the school term a school sign is installed some two hundred feet from the intersection and (SCHOOL) is painted on the pavement. However these signs are located so close to the crossing that 70 or 80 mile per hour traffic can not slow down to a safe speed. The signs are removed in the summer months so the intersection is entirely open. Oregon is noted for its poor sign arrangement but never in all my experience have I seen a condition such as this where a high speed highway enters a residential ,pedestrian district without so much as a crossroad sign. This is especially appalling when it is known that our highway department has been advised of this three times and have done nothing in three years.

It is suggested that large caution signs be placed some 1000' on either side of this crossing announcing the danger with a speed limit if possible.

This districts satisfaction from the highway office is being informed that Sunset highway can not be controlled. We know this is not true as North Plains junction is marked as well as having a warning light. On one occasion I was told petitions signed by several hundred people might force action. If this is true some changes should be made in our highway departmeht as it is my understanding these people have authority to make theis decisions on such matters. We can furnish petitions with several hundred signatures if this is a pressure group we are dealing with.

At this date no action has been taken through our attorney but is this not negligence on the part of our state employees? I pray we will have no serious injuries or deaths at this crossing before something is done. Surely if some were sustained we can not call them accidental.

Sincerely,

Clifford A Martin

[illegible] PORTLAND 1, ORE

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OCT 3 1956
FOR FILING

F-186(16)

5112

(6721)

October 2, 1956

Mr. Phil Newitt
Superintendent
Sunset Valley School Board
District No. 6
575 N. W. Murray Road
Portland 1, Oregon

Dear Mr. Newitt:

This is to inform you that the Highway Commission at its meeting on September 27 approved the installation of a flashing beacon at the intersection of Sunset Highway and Murray Road. This together with the large-size crossroad symbol signs should go a long way toward reducing the hazard at this intersection.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. F. B. Crandall

FORM 830—50M—2-55—82996

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1956

SUBJECT: Investigation of Traffic Hazard
Sunset Hwy. at Murray Road
US26, Hwy 47, M.P. 67.17

To: G. S. Paxson
Asst. State Highway Engineer
Office

I have your assignment in regard to the request of Mr. Phil Newitt, Superintendent, Sunset Valley School, for additional treatment at the intersection of the Sunset Highway and Murray Road west of Portland.

This matter has been the subject of a recent investigation, and on August 28, 1956 Mr. Williams wrote to Governor Smith stating that a recommendation would be made to the State Highway Commission at its September meeting for the installation of advance oversized crossroad symbol signs plus a flashing beacon at the intersection. It is believed that this treatment is the best that we can do short of complete separation of the two roads.

In view of the fact that the Commission will meet this week, I presume that it would be preferable to withhold further acknowledgement of Mr. Newitt's letter until after the installation has been approved.

V. P. Johnson

V. P. Johnson
Traffic Control Engineer

VPJ:njs

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SEP 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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SEP 21 1956
FOR FILING

FM6(6)

5112

September 21, 1956

6721

Mr. Phil Hewitt
Superintendent
Sunset Valley School Board
District No. 6
575 N. W. Murray Road
Portland 1, Oregon

Dear Mr. Hewitt:

This will acknowledge receipt of your letter of September 19 concerning traffic conditions at Murray Road and Sunset Highway.

This matter will be investigated by our Traffic Division, and I will let you know the results of the investigation when I have it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. F. B. Crandall/w. encl.

Sunset Valley School

DISTRICT NO. 6
575 N. W. MURRAY ROAD
PORTLAND 1, OREGON

REFERRED TO
Paxson
By State Highway Engineer

September 19, 1956

Mr. W. C. Williams
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Williams:

As the new administrator of Sunset Valley School, I should like to say that I am shocked by the deporable condition that exists here. I refer to the traffic crossing at Murray Road and Sunset Highway. There is a feeling of great danger involved since so many children live on the South side of this highway. Besides other accidents, we have had at least one fatal accident a year.

We have a total enrollment of 475 children and we daily live in fear of this hazard. The people in this area have strived for the past six years for some protection at this 6-point intersection.

We realize that you are a very busy man, but we would very much appreciate your immediate action, and wish to thank you for your consideration.

Sincerely yours,

SUNSET VALLEY SCHOOL BOARD
District No. 6
Portland, 1, Oregon

Phil Newitt

Phil Newitt, Supt.

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FORM E-30 25M 8-51 92316

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Maint
Traffic Safety
Channel

Maint
Traffic Safety
Hwy Lighting

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 18th, 1953

4626
4575
25
725

To: Mr. E. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

SUBJECT:

NOTED
W. C. WILLIAMS

Attn: Forrest Cooper

Dear Sir:

I have a copy of your letter of December 16th to Mr. W. C. Williams, reporting on an assignment No. 4626, concerning the Dr. J. R. Woodmansee property at Murray Road adjacent to the Sunset Highway.

We expect to complete the working up of details for the proposed Murray Road grade separation, and will be able to make a complete report to you on this matter, including a description of the property which will be required from Mr. Woodmansee. Broadwell has contacted him, and he is familiar with what we are planning, and does not plan on doing any construction work until after this entire matter is settled.

Yours very truly,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w
cc: W. C. Williams ✓
R. C. Broadwell

FORM E-30 25M 9-51 82915

F 186(11)

5112

Cross Referenced To:
Maint
Traffic Safety
Channel

Cross Referenced To:
Maint
Traffic Safety
Hwy. Lighting

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 16, 1953

SUBJECT:

4626
4575
3515
725

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning herewith your Assignment No. 4626 which refers to the Dr. J. R. Woodmansee property at Murray Road on the Sunset Highway.

Skelton has been instructed to complete the survey and draw up field plans and right of way descriptions in the near future.

I note your statement that the right of way should be acquired promptly and by a copy of this letter I am urging Skelton to take care of this matter immediately.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
Encl.
cc A. G. Skelton

1953

2

5826 N.E. Wy[illegible]ant St
Portland 13. Oregon
October 29, 1953

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Oregon State Highway Department
Salem, Oregon
Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Dear Sir:

I received your reply of October 27th to my letter of inquiry in the interest of DR. J.R. Woodmansee. I am mailing to you inclosed a Copy of my Survey in the form of a B&W Print on which there is indicated in red color the outline of his property (tax lot # 8C). You will also note that from the position of the I.P. Corner which is at the Westerly terminus of the Curve Chord that I have turned a delta of 68° 37' for a distance of 156.1 feet into your highway marker and at your Survey Station 30 83 +66.6. This will obviously Correlate my Survey with your right-of-way. I feel now up to this time that I have Completed my duties to DR. Woodmansee and that any further Communications pertaining to discussions of right-of-way negotiations or of the future planning of your department should be directly discussed with DR. Woodmansee in person. I am however still available to him to be of any further assistance only in the capacity as a surveyor. I think you now have all of the necessary information with which to analyse your problem and to prepare your answers to the Doctor. His address is as below indicated:

DR. J.R. Woodmansee
301 N.W. Murray Road
Portland 1, Oregon

Very truly yours,
Ray E Lamberson

Copy to DR. J.R. Woodmansee.

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OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 28 1953
FOR FILING

F-1(6)(1)

E112

Cross Referenced To:
Maint
Traffic Safety
Channel

Cross Referenced To:
Maint
Traffic Safety
Hwy. Lighting

4575
3515
725

October 27, 1953

Mr. Ray E. Lamberson
5826 N. E. Wygant Street
Portland 13, Oregon

Dear Sir:

In reply to your letter of October 26, I wish to advise that the Highway Commission is definitely planning on the construction of a traffic interchange at Murray Road at some future date, as the increasing amount of traffic will make this a necessity before too many years. We also desire to acquire the necessary right of way now for the ultimate traffic interchange, and we will have our Division Engineer or his representative at Portland contact you in the very near future. We much appreciate your advising us of the proposed improvement by Dr. Woodmansee, and we will attempt to expedite the determination of what right of way the State will eventually require.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. A. G. Skelton

Mr. Skelton: We should determine amounts of right of way needed and prepare descriptions for same promptly.

5826 NE. Wygant St.
Portland 13. Oregon
October 26, 1953.

Dear Sir:

This is my second letter to you regarding a matter pertaining to a section of the Sunset Highway at the junction of Murray road in the Cedar Mill vicinity - Section 33 T 1 N R 1 W and at Hwy. Sta. 3083+66.6. I have just finished a survey for Mr. J. R. Woodmansee who owns property adjoining the road R/w's of Murray road and of the Sunset Hwy. He has heard rumors to the effect that the highway officials are planning a road revision at this junction and also the possibility of a overpass. Before he builds he would like to know of your immediate and future intentions as he being a Doctor is planning to build a Combination dwelling and Clinic. Please let me know as soon as possible.

Very truly yours
Ray E. Lamberson

COPY

5826 NE. Wygant St.
Portland 13, Oregon
October 26, 1953.

Dear Sir:

This is my second letter to you regarding a matter pertaining to a section of the Sunset Highway at the junction of Murray road in the Cedar Mill vicinity - section 33 T I H R I W and at Hwy. Sta. 3083+66.6. I have just finished a survey for Mr. J. R. Woodmansee who owns property adjoining the road R/W's of Murray road and of the Sunset Hwy. He has heard rumors to the effect that the highway officials are planning a road revision at this junction and also the possibility of a overpass. Before he builds he would like to know of your immediate and future intentions as he being a Doctor is planning to build a combination dwelling and Clinic. Please let me know as soon as possible.

Very truly yours

/s/ Ray E. Lamberson

ECEIVED

FOR FILING

Maint.

Traffic

Lights - Gen

5826 N.E. Wygant St.
Portland 13, Oregon

October 12, 1953.

R. H. Baldock
State Highway Engineer
Salem, Oregon

10-27 4575

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

I have just completed a survey to re-establish the property corners on a tract of land belonging to Dr. J. R. Woodmansee. The tract is on record as being tax lot 8c in Section 33 T1N-R1W and is bounded on the West side by Murray Road and on the South by Sunset Hwy. From one of his corners I made a tie to Highway Station 3083+66± at which point was a 3/4" iron pin + a 4" square white post. Mr. Woodmansee is going to build, that is planning to but would like to know more about your plans. Can you send me a print of your survey with in this vicinity so that I can relate it to my survey map. I will pay for the cost if you would bill me.

NOTED
W. C. WILLIAMS

If you have to have the money first please let me know the amount.

Very truly yours.

Ray E. Lamberson

JULY
RAY E. LAMBERSON
177

OCT 13 1953
SAT [illegible]

FORM E-197X

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P.O. BOX 4699, PORTLAND 2, OREGON
PHONE: EM 2125

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
FOR FILING

Cross Referenced To:
Maint
~~Traffic Safety~~
Hwy. Lighting

Cross Referenced To:
Maint
Traffic Safety
Channel

April 30, 1953

Mr. Clifford Martin, Chairman
Sunset Valley School District
715 N.W. Murray Road
Portland 1, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The following will serve as a confirmation of conversations held between myself and Mr. Broadwell of the Highway Department, and Mr. George Timmons, Superintendent of your school, Holman Barnes, your architect, and yourself, concerning possible interference between your proposed addition to the school, and our plans for a grade separation and interchange at Murray Road and the Sunset Highway. This conference was held on Friday April 10, 1953.

Your people investigated the possibility of modifying your plans for the addition, so as not to interfere with our proposed construction, and I furnished the data you gave me to Mr. W. C. Williams, Assistant Highway Engineer in Salem, for his consideration. Mr. Williams advised me under date of April 13, 1953 that the Highway Department would not object to your plans for the construction of the addition to your school now under contract, and that we would study the possibility of modifying our plans for the proposed separation and interchange, so that it would not interfere with your construction. I advised both yourself and Mr. Timmons to that effect on April 14, 1953.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
cc: W. C. Williams ✓
H. C. Broadwell

RECEIVED
FOR FILING

FORM E-20 37,900 4-52

[illegible]

5112

Cross Referenced To:
Maint
Traffic Safety
Channel

Cross Referenced To:
Maint
Traffic Safety
Hwy Lighting

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 11th, 1953

5515

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our telephone conversation of April 10th, concerning preliminary plans for an interchange at Murray Road and the Sunset Highway. As I mentioned, Mr. Broadwell and myself stopped at the Sunset Valley School yesterday, and discussed this with the principal, Mr. George Timmons, whose telephone is Beaverton 4-4830. Mr. Timmons advised me that Sunset Valley School District No. 6 had recently taken bids on an addition to the school, and had awarded a contract in the amount of approximately $72,000.00 for this addition. The total cost, including architect fees etc. for this addition would be approximately $80,000.00. A new addition which would go on the south end of the existing school with a wing to the southwest would come to approximately 40 feet of the existing right of way line, and the wing would then parallel the existing right of way line to about the location of a wire backstop, which is shown on the preliminary plan. This would make the construction of our west connection to and from the Sunset Highway impossible as it is now planned.

Mr. Broadwell and I met with Mr. Clifford Martin, chairman of the school board, whose business telephone is CYpress 2-2155, Mr. Holman Barnes, who is the architect for the new school addition, telephone ATwater 1603, and Mr. Timmons, principal of the school, to see what could be done about the proposed addition. It was their opinion that if this interchange were to be built as we have proposed, that the new addition would have to be relocated entirely, which would require an almost completely new design, and would also require the cancellation of the existing contract. This contract, as I stated, was awarded by the school board, however the actual contract has not yet been signed. It would also require the school board to enlarge their existing grounds by an area at least equal to what would be taken by us for additional right of way, which we estimate would be slightly less than two acres. The architect estimates his additional cost would be slightly less than $4,000.00. It was also his opinion that the contractor would have to be compensated for his expense, the amount of which is not known. The chairman of the school board indicated that vacant land was available adjacent to their property, and he estimated the board could acquire two additional acres for a price per acre of somewhere between $1500.00 and $2000.00. This would indicate a right of way cost for us, including justifiable damages to the school board, of a total of approximately $10,000.00 to $11,000.00. It would also delay the construction of this wing, which is very seriously needed, by probably at least 60 days, and would require "double shifting" for a number of the class rooms until the new building could be completed.

Mr. Martin indicated that the school board would cooperate with us in every way possible, but, of course, the balance of the board would have to be consulted, as he could not speak for the entire board. He did indicate that the school board itself was very anxious to eliminate the hazard that now exists at this intersection, and were seriously considering the eventual construction of another school inside the district but at a different location.

The architect was to contact the contractor over the week end to determine what would be required in the cancellation of the contract, and I presume the chairman of the school board will also discuss this matter with the other members of the board.

I have an early morning appointment with Mr. H. G. Smith on Monday April 13th to go over work on the Upper Columbia River Highway, however Mr. Frank Young is thoroughly familiar with the Murray Road problem.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
cc: H. G. Smith
H. C. Broadwell

RECEIVED
APR 14 1953
[illegible]

RECEIVED
FEB 2 1953
FOR FILING

F-186 [illegible]

5112

7-5
3518

Cross Referenced To:
Maint —
Traffic Safety
Channel

4 i

11/24/52

Cross Referenced To:
Maint —
Safety Traffic
Hwy. Lighting

December 2, 1952

Miss Bernice Beck
Secretary
Cedar Mill Community Club
455 N. W. Rita Drive
Beaverton, Oregon

Dear Miss Beck:

Sometime ago you directed a communication to Mr. R. H. Baldock, State Highway Engineer, attention W. W. Stiffler, Assistant Highway Engineer, concerning installation of a traffic control signal at the intersection of Murray Road and Sunset Highway. You pointed out that the area adjacent to this cross road is developing rapidly, and it was your opinion that the signalizing of the intersection is a necessity in order to avoid serious traffic tie-ups and accidents involving school children.

An investigation of the conditions obtaining at this junction point has been made by the Engineering Department, and the results thereof were reported by the State Highway Engineer to the State Highway Commission at its meeting last week. In his report the Engineer pointed out that because of the difficulties incident to the control of high speed traffic on the Sunset Highway at this location, it appears desirable to construct a turnout for cars making left-hand movements which would permit them to get out of the line of moving traffic and to cross the highway at right angles as openings in the line of opposing traffic permitted. The Engineer also pointed out that in order to make the turnout function properly, it would be necessary to illuminate the intersection, all of which would cost about $4,000. He recommended approval of the project for construction during the 1953 working season.

You will be pleased to know that the Commission approved the recommendation and authorized the work as outlined.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. B. Crandall

(4 2)

11/24/52

December 2, 1952

Mr. John D. Mosser, Chairman
Civic and Industry Committee
Cedar Mill Community Club
1310 Yeon Building
Portland 4, Oregon

Dear Mr. Mosser:

Sometime ago you forwarded to the State Highway Commission a petition signed by numerous people residing in Cedar Mill Park and Marlene Village in which the State Highway Commission was requested to install a traffic control signal at the intersection of State Highway 2 (Sunset Highway) and Murray Road as a protection for vehicular and pedestrian traffic that is obliged to cross this intersection.

This matter was investigated by the Engineering Department and the results thereof were reported to the State Highway Commission at its meeting last week. In order to solve the problem, the Engineer recommended construction of a turnout for protection of cars making left turn movements and the illumination of the intersection. The turnout referred to will permit cars to get out of the moving line of traffic so such traffic can flow unimpeded and will permit left turn movements directly across the other line of traffic at such times as suitable openings occur.

The Commission is of the belief that this solution of the problem will prove satisfactory, and you will be pleased to know that the Commission authorized the work to be done during 1953.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. B. Crandall

FORM E-30 37,500 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 29, 1952

SUBJECT: Intersection Sunset Highway (US26)
and Murray Road
Assignment WCW 3515

To: Mr. W. C. Williams

With reference to above-indicated subject, your assignment and letter from Bernice Beck, Secretary of Cedar Mill Community Club, dated June 30 last, you had previously acknowledged this communication under date of July 14 apprising that investigation would be made and you would communicate further.

You will further recollect that plan of treatment was submitted running some $8600 which you felt was too much money, and you requested that less expensive treatment be worked out. This was done; however apparently the cheaper treatment has never been formally processed.

Transmitted herewith are two prints of cheaper plan of treatment which calls for outrigger type left turn treatment plus installation of two overhead mast arm mounted mercury vapor luminaire units. Mr. Booth has estimated the grading, paving, jiggle bars, and so forth at $3400 which plus an estimate of $600 for the two luminaire units would make for a total of $4,000. The two luminaire units have been injected into the picture after a review accident experience which shows that during the two year period 1950-51 that out of a total of nine accidents some five occurred during hours of darkness.

NOTED
W. C. WILLIAMS

F. B. Crandall
Traffic Engineer

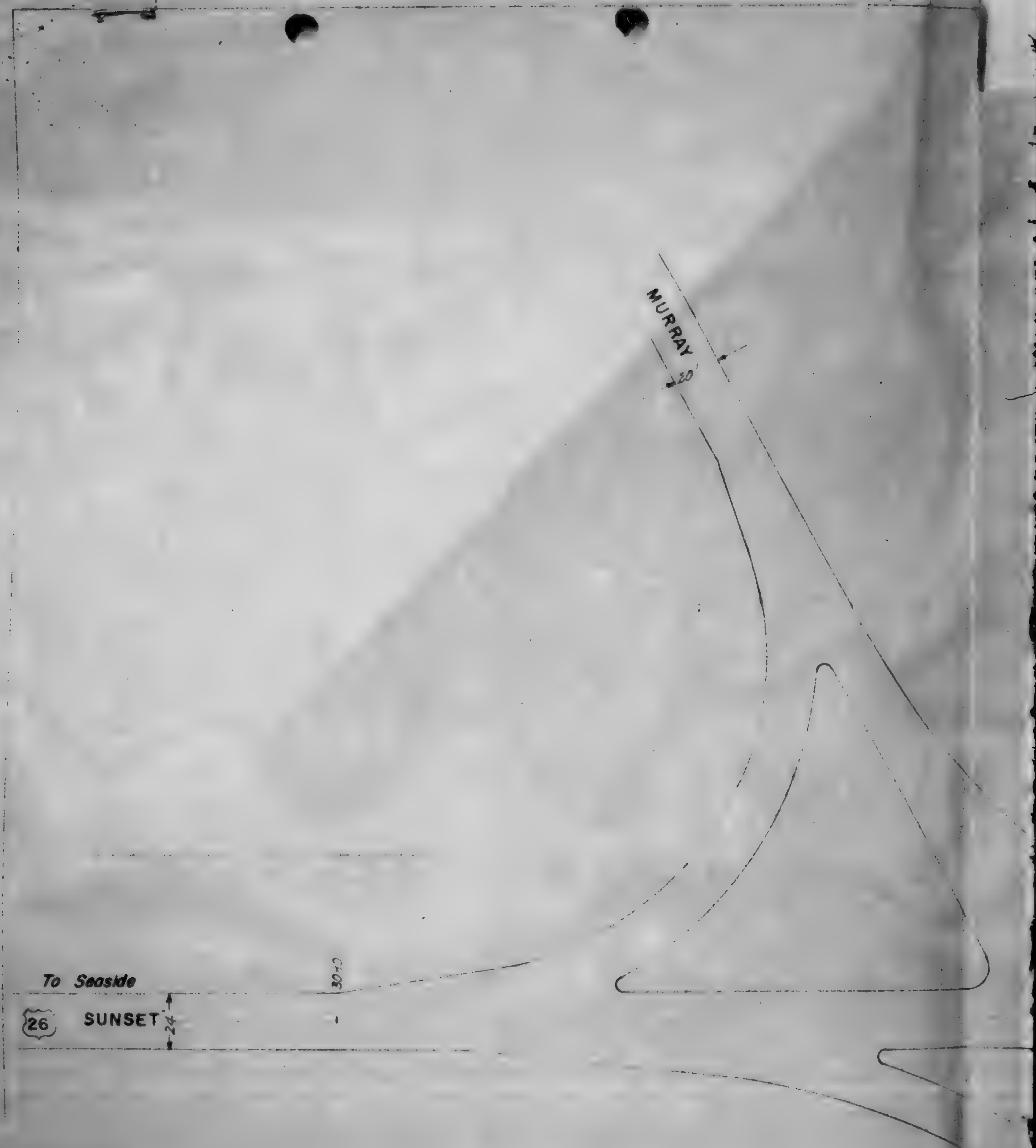
FBC:ws

cc: W. W. Stiffler

Enclosure--prints.

RECEIVED
OCT 30 1952
OFFICE OF
STATE HIGHWAY ENGINEER

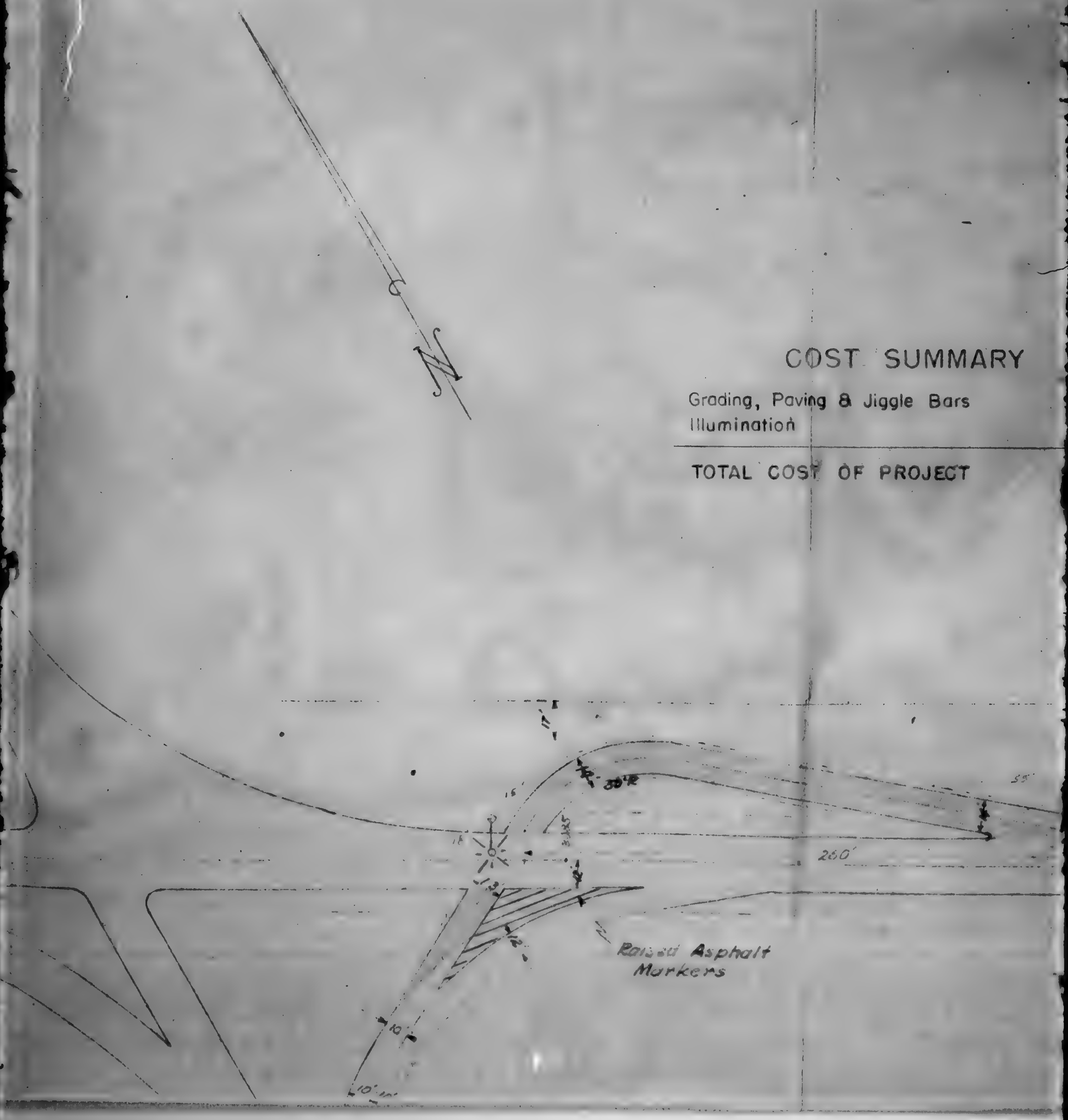
MA


MURRAY
20
30'R
To Seaside
26
SUNSET
24

COST SUMMARY

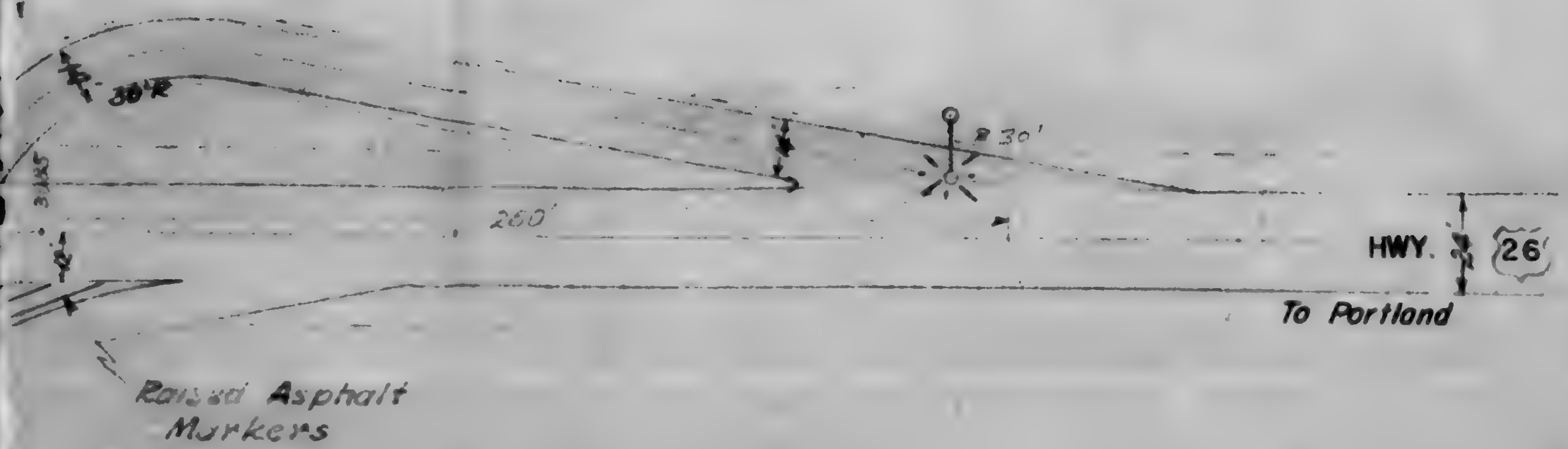
Grading, Paving & Jiggle Bars
Illumination

TOTAL COST OF PROJECT


N
30'R
55'
260'
15'
18'
13'
12'
10'
Raised Asphalt Markers

COST SUMMARY

Grading, Paving & Jiggle Bars	$ 3,400
Illumination	600
TOTAL COST OF PROJECT	$ 4,000


30'R
260'
30'
HWY. 26
To Portland
Raised Asphalt Markers

■ Proposed Left Turn Lane

/// Proposed Raised Asphalt Markers

☼ Proposed Illumination

OREGON STATE HIGHWAY
TRAFFIC ENGINEERING

PROPOSED LEFT T
SUNSET HWY. (US26)— M
M.P. 67.12

SCALE: 1" = 50'

OCT

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

PROPOSED LEFT TURN LANE
SUNSET HWY. (US26) — MURRAY RD.
M.P. 67.12

SCALE: 1" = 50' OCTOBER, 1952

RECEIVED
NOV
FOR FILING

F 166(16)

5112

Cross Referenced To:
Maint.
Traffic S.
Channel.

Cross Referenced To:
Maint.
Traffic S.
Hwy. Lighting

[illegible] 3, 1952

Oregon State Highway Commission

Gentlemen:

We have had many complaints from residents of the Cedar Hill area with reference to hazardous conditions at the intersection of Murray Road with the Sunset Highway. The area adjacent to Murray Road has been rapidly developed as a residential district as a part of Cedar Hill's development program. To enter Murray Road southbound, it is necessary to left turn across fast-moving eastbound traffic on the Sunset Highway. During the year 1951 there were seven accidents at this intersection, and it is apparent that the accident record will be worse for the year 1952.

Owing to the difficulty of controlling high-speed traffic on the Sunset Highway at this location, it appears desirable to construct a turnout for cars making a left-turn movement, so that they may pull out of the line of traffic and come into the highway at right angles, where they would be required to stop, then cross the highway when an opening occurs.

To construct the turnout and provide two luminaire units to illuminate the section is estimated to cost $4,000, and I recommend that this be done as a 1953 minor betterment project. If you approve, financing will be from the item "Channelization" as listed in the 1953 minor betterment program.

This matter will be on the next agenda, and the Secretary will have a map showing the proposed work.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. Stiffler
Mr. Maison

RECEIVED
AUG 25 1952
FOR FILING

F-186 [illegible]

511

725

Salem, Oregon
August 22, 1952

Mr. H. G. Smith

Herewith is a copy of a report rendered by Mr. Skelton under date of August 15, as a result of his attendance at a meeting conducted by the Sunset Valley School Board, July 7. The meeting was called for the purpose of considering a future expansion of their school.

Apparently no further reply to the School Board is indicated. However, Mr. Skelton has raised the question as to whether or not we have sufficient right of way at this junction for the construction, at some future date, of two additional traffic lanes and a traffic interchange.

W. W. Stiffler

WWS:er
cc Mr. W. C. Williams
cc Mr. F. B. Crandall

Enclosure

RECEIVED
FOR FILING

FORM E-30 57,500 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 15th, 1952

SUBJECT: Sunset Valley School

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Under date of July 1st you replied to a letter from a Mr. Clifford A. Martin, Chairman of the Sunset Valley School, which is located adjacent to the Sunset Highway at Murray Road. Mr. Martin had suggested that a representative of the department meet with the school board, concerning the proposed expansion of the Sunset Valley School, and the effect of this expansion on the Murray Road-Sunset Highway Junction. I attended this meeting, and found that the problems facing the school board are:

1. The expansion which they propose to make in a southerly direction with the south end of their building, being from about 40 to 50 feet of our right of way line. This expansion, although not desirable in this direction, does not seem to offer any particular problem, unless our plans for an eventual interchange at the Murray Road Junction would require additional property from the school district. The school is located in the northwest quadrant of the intersection, but I believe that sufficient right of way was obtained at the time we acquired the Sunset Highway right of way to take care of the future interchange, which was planned at that time. I have made a careful search of our records in this office, but do not find anything on a possible Murray Road interchange. If there is anything of this nature available in the Salem office, it might be well for the traffic department or construction department to make a study of this intersection with an idea of determining if additional right of way would be required from the school district.

2. The other problem facing the board is the fact that a large portion of the school population comes from the south side of the Sunset Highway. At the present time all these children are being brought by school bus to the school, so there is not the problem of a school crossing now. However, the next few years will bring a large increase in the school population from this area south of the Sunset Highway, all of which may not be taken care of with their school bus. They were interested as to when it was expected that we would have an interchange at this location, and whether provisions would be made for pedestrians on such an interchange. I advised them that we could not give them any

NOTED
W. W. STIFFLER

definite information as to when any interchange would be built, but that provisions would definitely be made for pedestrians should one be built. This problem is not of immediate concern, and in the mean time it is the school board's plan to bring their children to and from school by bus.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w

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AUG [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 9-51 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 29, 1952

SUBJECT: Proposed Left Turn Intersection
Sunset Highway (US26) - Murray Road

To: W. C. Williams

I am submitting herewith a plan of intersectional revision as will provide for the west bound left turn movement at the above indicated intersection. The cost as estimated at $8600 seems somewhat high and I questioned Mr. Booth on this score; however, he says that is about what it will cost.

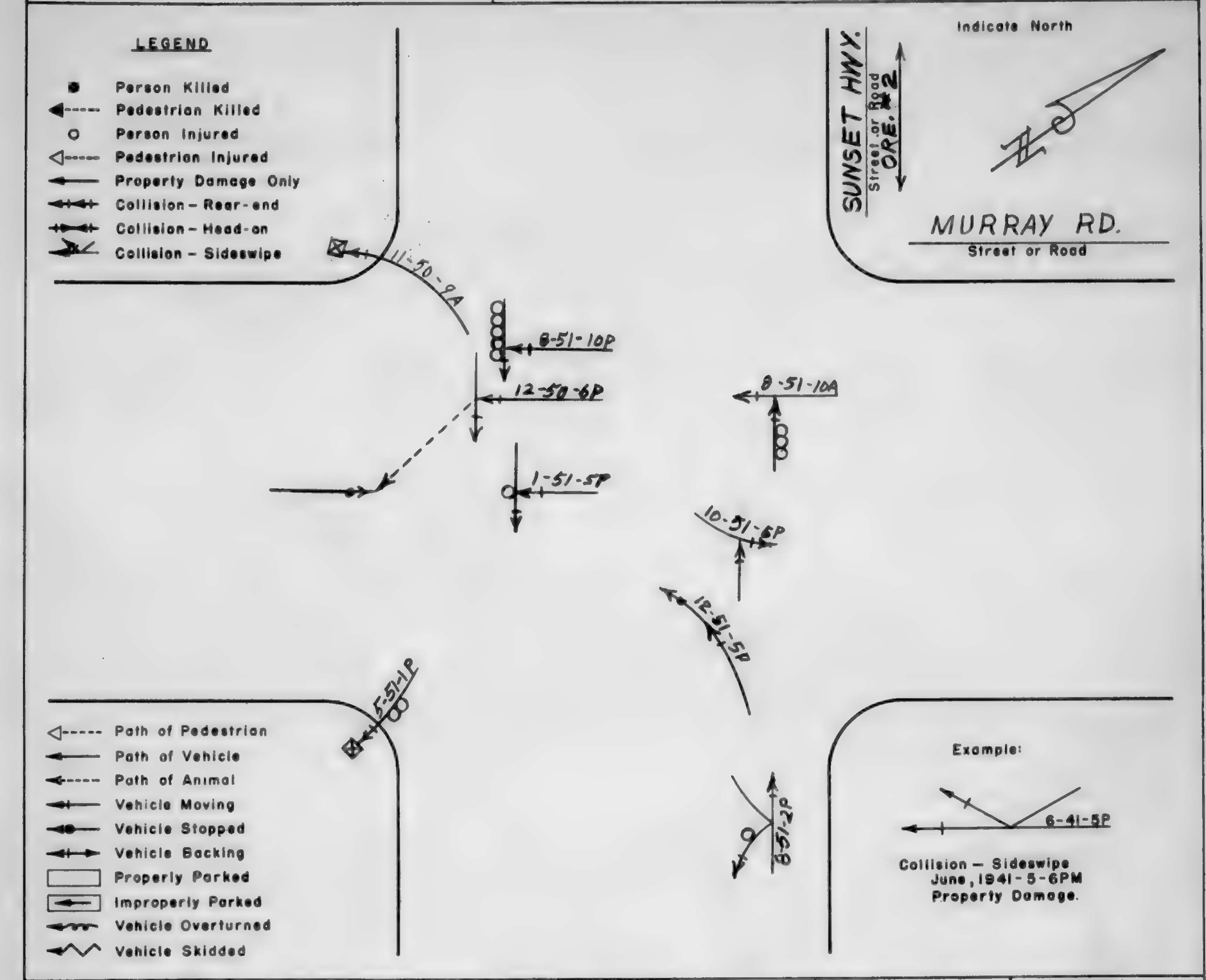
F B Crandall

F. B. Crandall

FBC:mes
Attachment

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

City of ________ County WASHINGTON
Intersection of SUNSET HWY. and MURRAY RD.
Highway Number ORE. #2
Period Covered 10-1-48 12-31-51
Compiled by R.G. Drawn by CP Date 7-11-52


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
SUNSET HWY.
Street or Road
ORE. #2
Indicate North
N
MURRAY RD.
Street or Road
11-50-9A
8-51-10P
12-50-6P
8-51-10A
1-51-5P
10-51-6P
12-51-5P
5-51-1P
8-51-2P
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
Example:
6-41-5P
Collision — Sideswipe
June, 1941 - 5-6PM
Property Damage.

Collision Type	Last 3 Mos. - 1948				1949				1950				1951				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle											1	1		3		3		3	1	4
Head-on																				
Rear-end																				
Sideswipe														1		1		1		1
Turning Movement															2	2			2	2
Parking																				
Non-collision																				
Fixed Object											1	1		1		1		1	1	2
Pedestrian																				
Backing																				
Misc.																				
TOTAL	-	-	-	-	-	-	-	-	-	-	2	2	-	5	2	7	-	5	4	9

RECEIVED
JUL 15 1952
FOR FILING

F-[illegible]

[illegible]

July 14, 1952

Miss Bernice Beck, Secretary
Cedar Mill Community Club
455 N. W. Rita Drive
Beaverton, Oregon

Dear Miss Beck:

This will acknowledge your letter of June 30, citing the traffic situation at the intersection of Sunset Highway and Murry Road and making suggestions for treatment thereof so as to provide greater safety for traffic.

The suggestions set forth in your letter are being turned over to the Traffic Engineer for investigation and study. At such time as this has been completed, I will communicate with you further.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

FBC:sc hi
cc Mr. F. B. Crandall

CEDAR MILL COMMUNITY CLUB

Beaverton, Oregon
June 30, 1952

PLEASE RETURN TO
W. C. WILLIAMS

3200
3600
7200

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. W. W. Stiffler
Assistant State Highway Engineer

Gentlemen:

In the past years our Club through our Civics and Industry Chairmen has corresponded with the State Highway Department concerning a traffic control signal at the intersection of Murry Road and Sunset Highway. The area adjacent to this crossroad is growing tremendously, and will soon result in serious traffic tie-ups due to left-hand turns made off the highway west from Portland.

The highway at this point is not wide enough to allow cars to wait to make a left-hand turn and still allow the continuance of traffic to the Coast. We have requested a complete four-way red-yellow and green signal, but have been told that conditions at this intersection do not meet the nationally accepted standard for traffic signals.

The area surrounding this intersection has grown considerably in the past two years due to the Cedar Mill Park, Gayle Addition and Marlene Village sub-divisions and even further construction is underway. All this brings more traffic to this intersection. Further need for adequate safe crossing is presented by the increase in school age children using this crossroad to reach the Sunset Valley School on the North side of Sunset Highway.

If a signal is not practical, is it possible for the highway to be widen and establish a left-turn waiting lane? This would accomodate those cars turning left and still prevent a traffic tie-up for cars continuing on west.

If this plan is not feasible, is it then possible to install a right-hand turn into Murray Road and then circle for crossing Sunset Highway to the South.

NOTED
F. B. CRANDALL

NOTED
W. C. WILLIAMS

We are most anxious to correct this traffic hazard before we experience any serious loss of lives. Numerous accidents have occurred but fortunately to date we have had no great death toll. However, with the increase of traffic at this intersection, we are most anxious to install a system to insure no loss of life in the future.

We would appreciate hearing from you in regards to these suggestions. Thank you.

Yours very truly,

Bernice V. Beck
Bernice Beck, Secretary
Cedar Mill Community Club

bb

Cedar Mill Community Club
455 N. W. Rita Drive
Beaverton, Oregon

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FOR FILING

F-186 (16)

5112

July 1, 1952

Mr. Clifford A. Martin, Chairman
Sunset Valley School
School District No. 6
715 N. W. Murray Road
Portland 1, Oregon

Dear Sir:

I am in receipt of your letter under date of June 30 requesting that a representative of this Department attend your school board meeting scheduled for 7:00 p.m., P.S.T. on Monday, July 7, 1952, at Sunset Valley School, 715 N. W. Murray Road.

The time is rather short for a definite answer to your invitation; however, through a copy of this letter I am asking Mr. A. G. Skelton, Division Engineer, or Mr. A. E. Johnson, District Maintenance Superintendent, to attend your meeting provided that previous engagements would not prevent their attendance. In such an event, they will notify you of their inability to attend and will make an appointment with you for a discussion of the tentative plans of the school board for the expansion and additions to the school buildings and the affect that such expansion will have upon the present traffic at the intersection of Murray Road and the Sunset Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:lg
cc Mr. A. G. Skelton
Mr. A. E. Johnson

Sunset Valley School

DISTRICT NO. 6
715 N. W. MURRAY ROAD
PORTLAND 1, OREGON

June 30, 1952

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. W. W. Stiffler
Assistant State Highway Engineer

Gentlemen:

Would it be possible for you or a representative from your office to attend our School Board Meeting scheduled for 7:00 p.m., P.S.T., at our school? (Monday, July 7, 1952)

The Board is once again facing the problem of expanding our school building due to the large influx of children into this area. Plans have already been submitted which include extending the present building and grounds to a point almost up to the present Sunset Highway.

We realize that to go ahead with such construction without first learning of any plans to expand the highway or to form a more extensive crossing over the highway from Murray Road would be foolish. We are therefore most anxious to meet with you or a representative so that our plans may be presented and at the same time we may learn of any building plans your Department may have for the future.

If it is not possible for you or your representative to attend, we will be happy to schedule a meeting to suit your convenience as we are most anxious to discuss this program with you before the Board takes any direct action.

Thank you.

Yours very truly,

Clifford A. Martin

Clifford Martin, Chairman
School District No. 6

CM:bb

NOTED
W. W. STIFFLER

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[illegible] 1951
FOR FILING

F116(6)

512

August 28, 1951

Mr. John D. Mosser
Clerk of School District No. 6
715 N. W. Murray Road
Portland 1, Oregon

Dear Sir:

Replying to your letter under date of August 24 to the attention of Mr. Williams, who is absent on vacation, I wish to advise you that our sign crew working out of Portland will stencil the same legend on the pavement which indicates a school crossing supplemented with school signs, but the actual painting of the safety lane will be deferred until such time as a patrol is established.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. W. O. Widdows

See: Maint
Traffic [illegible]
Lights - Gen

Sunset Valley School

DISTRICT NO. 6
715 N. W. MURRAY ROAD
PORTLAND 1, OREGON

August 24, 1951

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Thank you for your letter of August 14, 1951. I have written Captain Lansing and hope that we may rapidly obtain an adult patrol at the intersection of the Sunset Highway and Murray Road. I will notify you as soon as we have talked with him.

In the meantime, however, I am wondering if you could not proceed with some kind of cautionary marking at this intersection, even though you do not paint a cross-walk until a patrol is established. The Sunset Valley School will open on September 4, 1951 and children will be using the intereection regularly thereafter. There have been three serious accidents, one of them fatal, at this intersection within the last two months, and we are most anxious to establish the maximum protection possible before the opening of school.

Very truly yours,

John D. Mosser
Clerk District #6

JDM/mab

RECEIVED
AUG 2[illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING

Maint
Traffic Safety
School Signs

2841

August 14, 1951

Mr. John D. Mosser, Clerk
School District No. 6
715 N. W. Murray Road
Portland 1, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 8 with regard to school crossing on the Sunset Highway at Murray Road.

With regard to organization and setting up of a school crossing patrol using an adult patrolman, I am referring a copy of your letter to Captain Walter Lansing of the Traffic Safety Division of the Secretary of State's office. Captain Lansing's office handles the cooperative work with school authorities in this matter of school patrol work. I am certain he will be more than glad to arrange for a representative of his office to contact you and your school people and help in whatever way possible.

With regard to advance signing, pavement marking, et cetera, this Department would care for necessary painting and maintenance of crosswalk, advance signs and the like to carry out the over-all arrangement for protection and safety of the school youngsters. I will say, with regard to the crosswalk, the Highway Department has a standard policy wherein it establishes and paints the crosswalks only if there is assurance that adequate patrol will be established and maintained.

At such time as Captain Lansing or a representative of his office has had an opportunity to discuss the matter with you and indicated to us that a patrol is being established, we will be glad to proceed with the necessary marking and signing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Captain Walter Lansing
Mr. F. B. Crandall

See: Maint
Traffic
Lights - Gen

Sunset Valley School

DISTRICT NO. 6
715 N. W. MURRAY ROAD
PORTLAND 1, OREGON

August 8, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

[illegible]
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

You will recall that in the Spring of this year, I corresponded with you concerning the installation of a traffic control signal in the intersection of Murray Road and the Sunset Highway in Washington County. You investigated and, upon the facts you found, properly recommended that such a light not be installed. In forwarding your recommendation and the Commission's action on it to me, you suggested that an adult traffic patrol guard be set up at this intersection to assist school children in crossing.

The School Board of District 6, Washington County, has since discussed your suggestion and feels that institution of such a traffic guard would be desirable. In this connection we will appreciate any comments you may have on procedure to be followed in setting up such a system. We are also particularly interested to know if State police or County police have ever cooperated in such a system. If it would be impossible to obtain an active State patrolman or County police officer for duty at this intersection, we wonder if there is available a list of retired members of such police forces who might be available for hire.

We are also particularly interested in knowing what type markings can be placed at this crossing to slow down traffic and to aid the students in crossing. As you may know, this is a complicated intersection with Murray Road meeting the Sunset Highway at six points rather than merely two. There are no sidewalks in the area and no crosslanes currently marked anywhere on any of the pavement. The Board feels it would be desirable to have a yellow crossing lane painted through the intersection. The Board also feels it would be desirable to have school crossing warning signs placed on either side of the intersection. The words "school crossing" were formerly painted on the Sunset Highway near the intersection, but this marking has been obliterated by repaving at that point.

Very truly yours,

John D. Mosser

John D. Mosser, Clerk
School District No. 6

NOTED
F. B. CRANDALL

RECEIVED
AUG 9 1951
OREGON
STATE HIGHWAY COMMISSION

JDM:feb

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FOR FILING
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212

June 19, 1951

725

Mr. John D. Mosser, Chairman
Civic & Industry Committee
Cedar Mill Community Club
1310 Yeon Building
Portland 4, Oregon

Dear Sir:

Reference is made to your letter of June 15 regarding our investigation of warrant for traffic signals at the intersection of the Sunset Highway and Murray Road.

This study was made during the month of April, 1951. A 16-hour vehicular and pedestrian count was taken at this intersection on Thursday, April 5, 1951, between the hours of 6:00 a.m. and 10:00 p.m. The two accidents mentioned in the report occurred at 9:00 a.m. in November, 1950, and at 6:00 p.m. in December, 1950. The former involved a vehicle striking a fixed object at the intersection. The latter was an angular collision. Both accidents involved property damage only.

The disparity between the results of the investigation and the minimum warrant for traffic signals is so great that it is inconceivable that consideration could be influenced by the growth of the community in the foreseeable future.

However, your problem is a real one and should be approached realistically. It is not one which is identified with or correctable by the installation of traffic signals; but, rather, it is a specific problem involving the crossing of students at certain times. As stated in previous correspondence, the most promising solution appears to lie in the employment of an adult crossing guard during the period when the students must cross.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. W. Stiffler
Assistant State Highway Engineer

GCH:bl

WOOD, MATTHIESSEN & WOOD
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

ERSKINE WOOD
MARK M. MATTHIESSEN
ERSKINE B. WOOD
LOFTON L. TATUM
ROBERT L. DRESSLER
JOHN D. MOSSER

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

June 15, 1951

SUBJECT:

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Mr. Glaisyer, the Secretary of the Oregon State Highway Commission, has furnished me with a copy of a report dated April 30, 1951 made by you to the Oregon State Highway Commission concerning the installation of a traffic signal at the intersection of the Sunset Highway and Murray Road. The figures quoted in your report seem to justify your opinion that a signal should not be installed. However, in view of the rapid growth of this community in the last few years, and, indeed, in the last few months, it is important to us to be sure that your figures are up to date. I therefore request that if possible you inform me of the day or days, hour or hours, during which your survey of both vehicular and pedestrian traffic was made. If possible, I should also like to know the dates on which the two reported accidents took place which you mentioned in your report.

Very truly yours,

John D. Mosser

Chairman,
Civic and Industry Committee,
Cedar Mill Community Club

JDM/mab

[illegible]
W. W. [illegible]

RECEIVED
FOR FILING

F-186 (16)

5112

Erskine Wood
Mark M. Matthiessen
Erskine B. Wood
Lofton L. Tatum
Robert L. Dressler
John D. Mosser

WOOD, MATTHIESSEN & WOOD
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

June 15, 1951

SUBJECT:

NOTED

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of June 14th and the enclosed report of the State Highway Engineer concerning the installation of a traffic signal at the intersection of the Sunset Highway and Murray Road. The Commission's action seems to be justified by the figures contained in Mr. Baldock's opinion and report. In order to satisfy the residents of our community that that report accurately portrays current traffic conditions, I am writing Mr. Baldock to obtain the dates on which his surveys were made. Please convey our thanks to the Commission for its consideration of our petition.

Very truly yours,

John D. Mosser

Chairman, Civic and Industry
Committee, Cedar Mill
Community Club

JDM/mab

RECEIVED
1951
FOR FILING

F08(O)

5112

2576

1-1

5/24/51

June 14, 1951

Mr. John D. Mosser, Chairman
Civic and Industry Committee
Cedar Mill Community Club
1310 Yeon Building
Portland 4, Oregon

Dear Mr. Mosser:

Pursuant to the request contained in your letter of June 12, 1951, I enclose for your information a copy of the written report the State Highway Engineer rendered to the State Highway Commission at its last meeting concerning the installation of a traffic signal at the intersection of Sunset Highway and Murray Road. The written report, of course, was supported by oral information that is not contained in the letter.

You also wish to be informed in what respects this particular intersection does not confirm to the nationally accepted standards warranting traffic signals. The national standards as adopted by the American Association of State Highway Officials require, in order to warrant installation of a signal, that the main trunk highway must carry a volume of at least 500 vehicles per hour for 8 consecutive hours, and that the crossroad must carry a volume of 342 vehicles per hour for 8 consecutive hours. Mr. Baldock's written report, you will note, indicates that the total traffic entering the intersection was approximately 4,692 vehicles during a 24-hour period, which was far below the national standard. The national requirement for pedestrians is 125 per hour, as compared with the actual count of 148 in 16 hours, as disclosed in Mr. Baldock's report. As to accidents, the national requirement, for signal warrant, is 5 preventable accidents per year, as compared with 2 reported accidents as disclosed in Mr. Baldock s report during the period 1948 to December 31, 1950.

It has been found that traffic signal installations in rural communities such as the Cedar Mill district, where speeds are high, has a tendency to increase the number of accidents rather than to decrease them, particularly rear end collisions.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

4ad

WOOD, MATTHIESSEN & WOOD
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

ERSKINE WOOD
MARK M. MATTHIESSEN
ERSKINE B. WOOD
LOFTON L. TATUM
ROBERT L. DRESSLER
JOHN D. MOSSER

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

June 12, 1951

SUBJECT:

H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of June 11. I should like to receive, if possible a copy of the engineer's report which was rendered to the Commission and should also like to be informed in what respects the intersection of State Highway 2 and Murray Road does not conform to the nationally accepted standard for traffic signals.

I shall pass on the Board's suggestion as to the operation of a school patrol at this intersection. That matter has been considered previously, however, and it was felt highly unadvisable to place small children in a position of danger on this highway without any substantial warning to approaching traffic of their presence there.

Very truly yours,

John D. Mosser

JDM/mab

[illegible] ~~[illegible]~~ 500 [illegible] per hour
for 8 [illegible] hours

average [illegible] 342 [illegible]

[illegible] 112

hour 500 and 12[illegible] [illegible]

[illegible] 16 [illegible]
[illegible] 125/hour

[illegible] not in [illegible]
without [illegible] acc.
(near end)

ANSWERED
H. B. GLAISYER

4-ad

June 11, 1951

Mr. John D. Mosser, Chairman
Civic and Industry Committee
Cedar Mill Community Club
1310 Yeon Building
Portland 4, Oregon

Dear Mr. Mosser:

Reference is made to your letter of March 16, 1951, transmitting a petition signed by 267 residents of Washington County in the vicinity of Cedar Hills, in which petition the State Highway Commission is requested to install a red-yellow-green traffic control signal at the intersection of State Highway 2 and Murray Road.

As stated in my acknowledgement, I referred the petition to the State Highway Engineer for investigation and report. The investigation has been made and the Engineer's report was rendered to the Commission at its last meeting. From the facts disclosed in the report, the Commission could not justify the expense of the signals at this time, particularly because the conditions obtaining at this intersection could not meet the nationally accepted standard for traffic signals.

As a protection for the school children who cross the highway at this intersection, a suggestion was made that the school board might institute the proper type of school patrol to operate during the time that the school children cross this highway. Should the school board desire to take steps along that line, we shall be pleased to advise them further upon request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ehr

FORM E-123X: 25M 7-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

March 20, 1951

Mr. John D. Mosser
1310 Yeon Building
Portland 4, Oregon

[illegible] TO
W. C. WILLIAMS
FOR [illegible]

Dear Mr. Mosser:

This is to acknowledge receipt of your letter of March 16 written as Chairman of the Civic and Industry Committee of the Cedar Hill Community Club, and transmitting a petition signed by numerous residents of the Cedar Hill district, in which petition the Highway Commission is requested to install a "red-yellow-green" traffic control signal at the intersection of State Highway No. 2 (Sunset Highway) and Murray Road.

Matters of this nature require an engineering investigation before they are presented to the State Highway Commission, so I am referring the petition to the State Highway Engineer for such investigation, and recommendation to the Highway Commission. When the Commission has acted in the matter I will advise you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm
cc - Members of the Commission
R. H. Baldock
W. C. Williams

RECEIVED
MAR 21 1951
TRAFFIC ENGINEER

NOTED
J. AL HEAD

Wood, Matthiessen & Wood
Attorneys and Counselors
1310 Yeon Building
Portland 4, Oregon

March 16, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing a petition which has been prepared and circulated by the Cedar Mill Community Club requesting the establishment of a red-yellow-green traffic control signal at the intersection of Murray Road with the Sunset Highway in Washington County, Oregon.

The needs for the installation of this traffic control signal are fully set out in the petition and need not be repeated in this letter. I shall be very happy to secure any further information which you might desire, however, and will appreciate it if you will notify me of any hearings which the Commission may hold regarding the establishment of this traffic control signal.

Yours very truly,

/s/ John D. Mosser, Chairman

Civic & Industry Committee
Cedar Mill Community Club

JDM/mab
Enc.

COPY

NOTED
J. AL HEAD

COPY

PETITION TO:

THE STATE HIGHWAY COMMISSIONERS OF THE STATE OF OREGON
FOR THE ESTABLISHMENT OF A TRAFFIC CONTROL SIGNAL AT
THE INTERSETION OF STATE HIGHWAY 2 (SUNSET HIGHWAY)
AND MURRAY ROAD IN WASHINGTON COUNTY, OREGON.

WHEREAS, those communities located in Washington County, Oregon, immediately south of StateHighway 2 and known as Cedar Mill Park and Marlene Village and that community located in Washington County, Oregon north of the said State Highway and known as Cedar Mill have experienced a rapid development in recent years and now have a combined population in excess of 1600, and will grow substantially larger when presently started building projects are completed and occupied;

AND WHEREAS, the principal shopping centers for the residents of these communities are located immediately south of, and a short distance to the north of, the intersection of the said State Highway and Murray Road;

AND WHEREAS, the Sunset Valley School, a public elementary school, is located on Murray Road immediately to the north of the said intersection of State Highway 2 and Murray Road;

AND WHEREAS, the residents of the said communities, and particularly the children from Cedar MillPark and Marlene Village who attend the Sunset Valley School, experience frequent delay and danter in crossing State Highway 2 because of the volume of traffic thereon and the very high rate of speed at which such traffic travels;

NOW THEREFORE, we, the undersigned residents of the said Communities, do hereby petition the State Highway Commissioners for the establishment of a red-yellow-green traffic control signal at the intersection of State Highway 2 and Murray Road.

267 signatures

RECEIVED

FOR FILING

F-186 V6)

5112

April 30, 1951

Oregon State Highway Commission

Gentlemen:

You have been furnished a copy of a letter from John S. Messer, Chairman of the Civic and Industry Committee, Cedar Hill Community Club, requesting a traffic signal at the intersection of the Sunset Highway and Murray Road. Our investigation of this intersection indicates that, although there are, of course, always potential hazards at an intersection of this type, the present traffic and the accident record do not justify installation of a traffic signal.

The total traffic entering this intersection is approximately 4,692 during a 24-hour period. Since the Sunset Highway was opened to traffic, on October 1, 1948, to December 31, 1950, there have been but two reported accidents. There are 441 rural intersections having a higher accident rate than this intersection. The pedestrian traffic averages 148 daily. The sight distance is very good, and if proper caution is exercised there should be no material hazard in crossing the highway.

I recommend that the request for a signal be denied, as conditions do not warrant the same, and I further recommend that the School Board be requested to institute the proper type of school patrol to operate during the time that the school children are crossing the highway.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. F. B. Crandall

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
April - 1951

INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Sunset Highway at Murray Road
ORE2 - Hwy. 47 - M.P. 67.12

Recommendation:

Investigation discloses that the installation of traffic signals at the intersection of the Sunset Highway and Murray Road is not warranted.

Historical Background:

This intersection was investigated in July of 1950 as a school crossing problem. Representatives of the Highway Department recommended operation of a school bus to take children across the highway, or in lieu thereof, the employment of an adult crossing guard. This investigation and report is in response to a petition containing 267 signatures of local residents, and asking for traffic signals to alleviate existing hazards and delay.

Investigation:

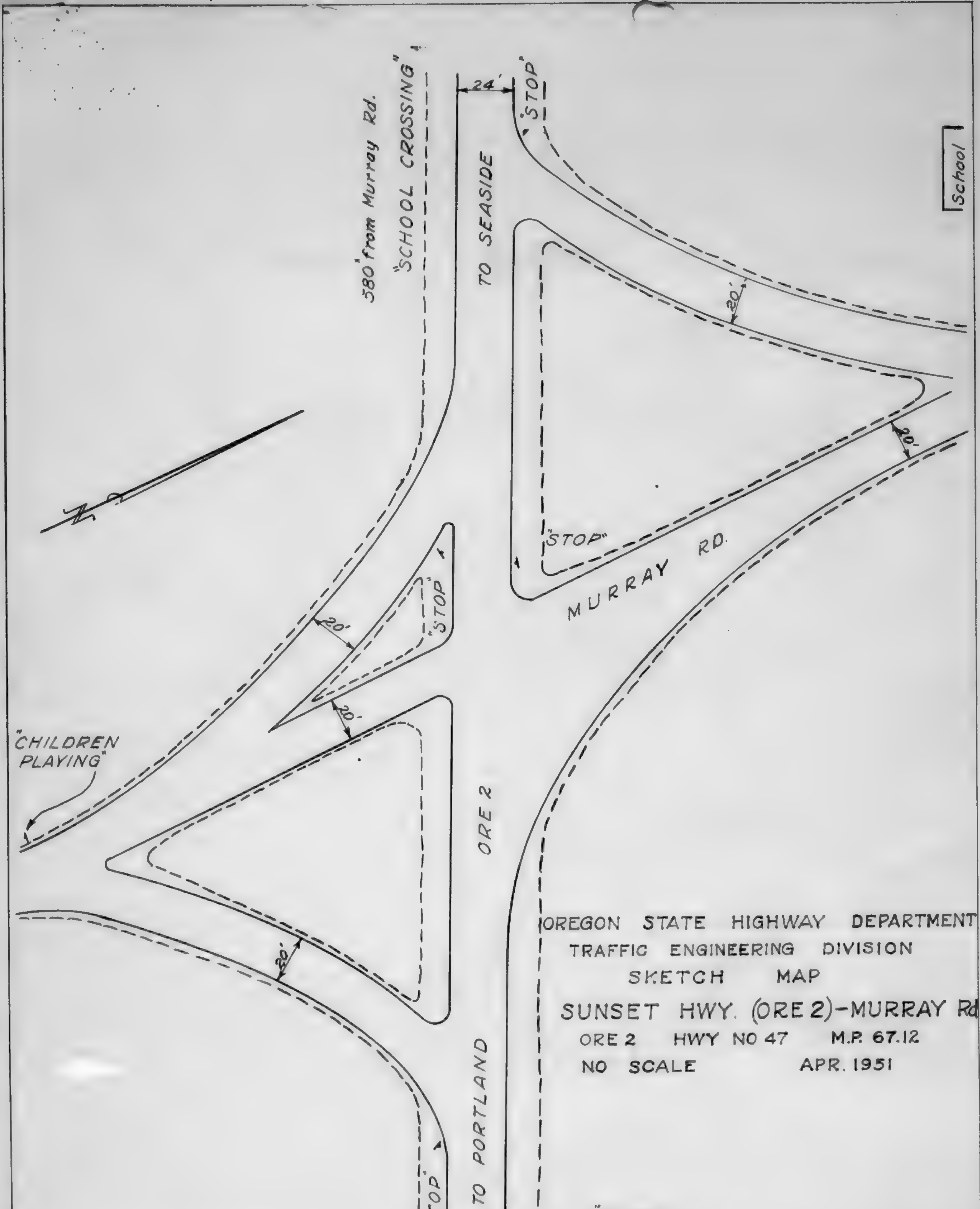
The Sunset Highway at the intersection investigated is two lanes in width. As is shown by the sketch, there are separate turning lanes. Sight distance from the normal stop line on Murray Road is on the order of one-half mile in either direction. The Sunset Valley School is a short distance north of the intersection and there is a large housing project on Murray Road south of the Sunset Highway.

This section of the Sunset Highway was opened to traffic in September, 1948. During the period from October 1, 1948 to December 31, 1950 there were but two reported accidents at this intersection. One was an angle collision and in the other case, a vehicle crossing the highway struck a fixed object. Both accidents involved property damage only.

A 16-hour vehicle and pedestrian count was taken at this intersection on Thursday, April 5, 1951. The computed 24-hour volume of vehicles entering the intersection was 4692. A total of 1631 vehicles entered the intersection from Murray Road. The average hourly volume of vehicles entering the intersection during the maximum eight-hour period was 342. During the same period the average hourly volume entering from Murray Road was 112. These volumes are below the required volumes of 500 and 125, as demanded by the Standard Signal Warrant. During the 16-hour period of count a total of 148 pedestrians crossed the Sunset Highway. This pedestrian volume is too low to warrant consideration for signals.

A speed check taken on the Sunset Highway near the intersection showed that the average 80 per cent speed was approximately 55 miles per hour. The pace limits were 43 and 53 miles per hour. The maximum speed recorded was 75 miles per hour.

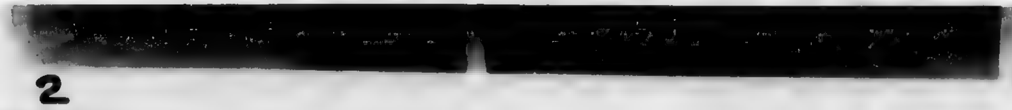
It is admitted that because of the high speeds of vehicles traveling on the Sunset Highway certain hazards exist at this intersection; however, the volume on this highway is extremely low and any driver or pedestrian exercising patience should be able to enter or cross the highway without danger. Because of the low volumes and because of the extremely high speeds, traffic signals cannot be recommended. The installation of traffic signals would undoubtedly raise the existing favorable accident record.



"SCHOOL CROSSING"
580' from Murray Rd.
24'
"STOP"
TO SEASIDE
School
20'
N
"STOP"
MURRAY RD.
"STOP"
20'
20'
"CHILDREN PLAYING"
ORE 2
20'
TO PORTLAND
"STOP"
24'
"SCHOOL CROSSING"
580' from Murray Rd.

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
SKETCH MAP
SUNSET HWY. (ORE 2)-MURRAY Rd
ORE 2 HWY NO 47 M.P. 67.12
NO SCALE APR. 1951

1



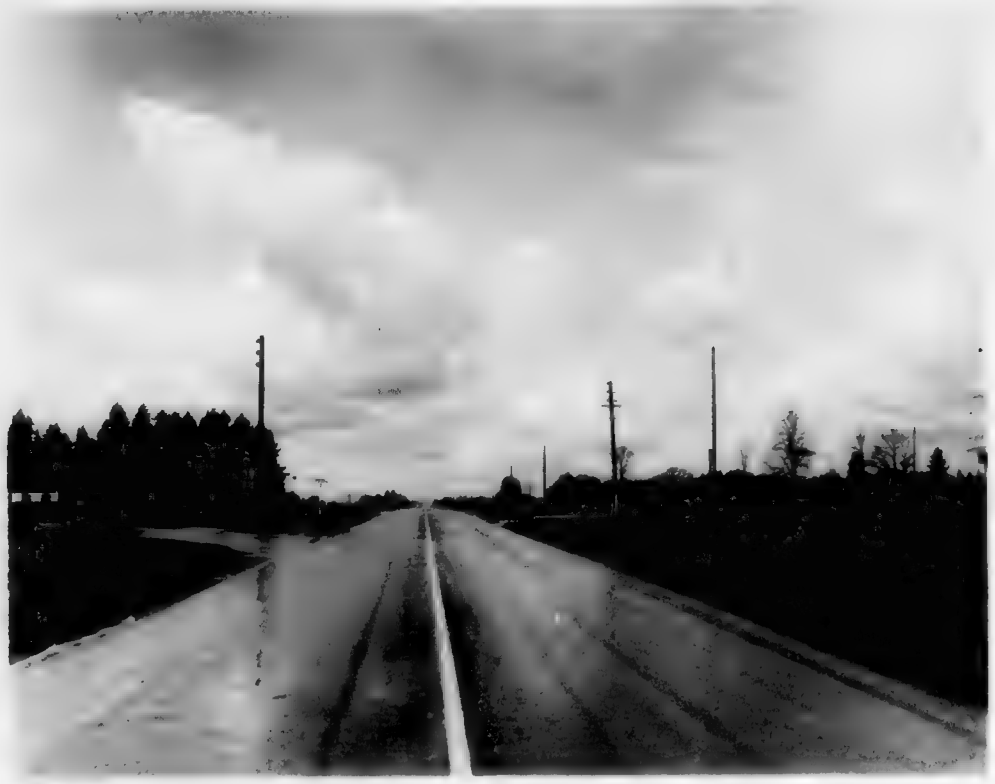
2

TYPICAL VIEWS

ORE2 - Hwy. 47 - M.P. 67.12
Intersection of Sunset Highway and Murray Road

1. Looking east 200' west of Murray Road.

2. Looking west 200' east of Murray Road.



2

TYPICAL VIEWS

[illegible]2 - Hwy. 47 - M.P. 67.12
Intersection of Sunset Highway and Murray Road

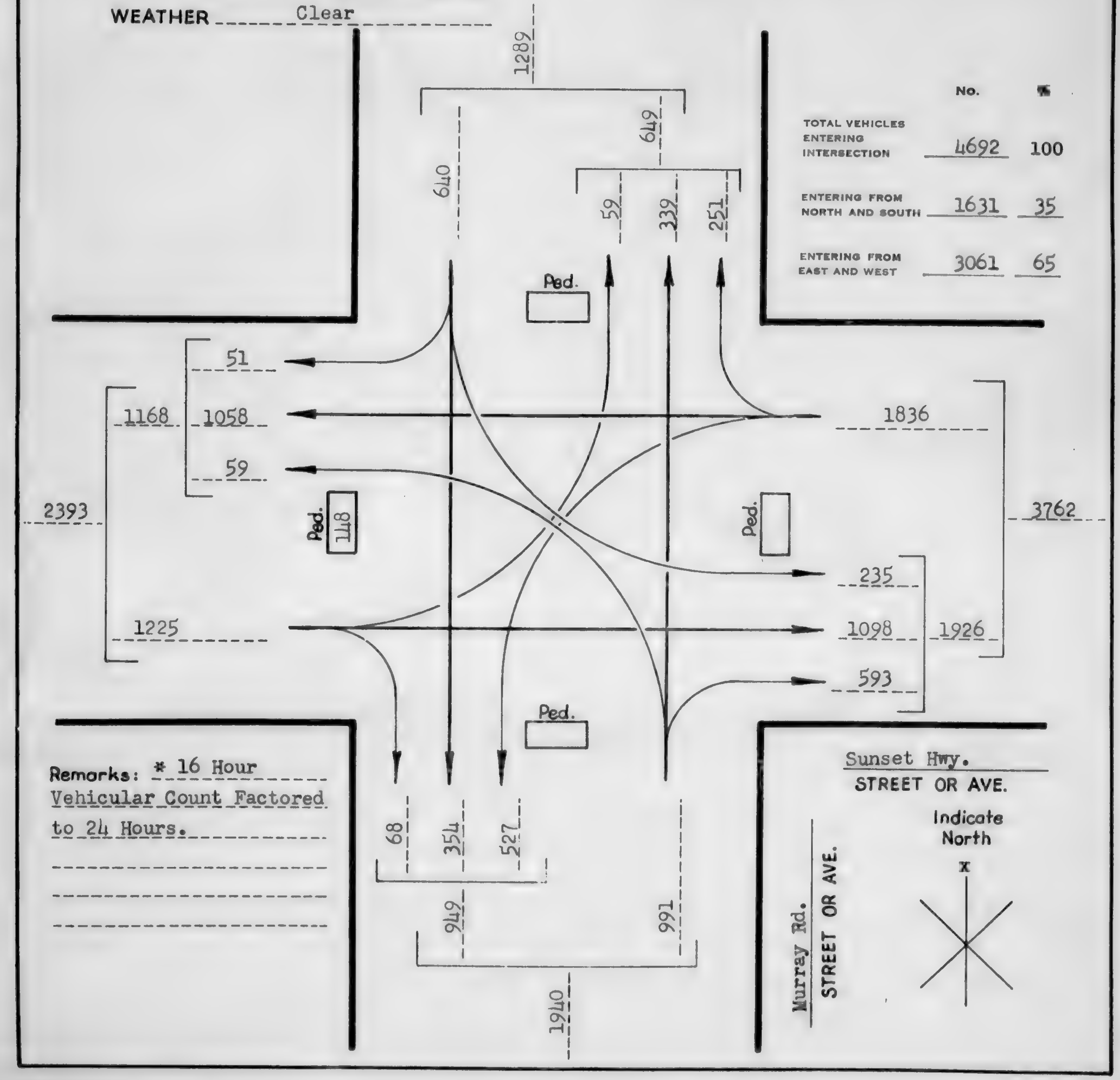
1. Looking east 200' west of Murray Road.
2. Looking west 200' east of Murray Road.

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE April 5, 1951
DAY OF WEEK Thursday
ACTUAL COUNT (VEH.) 16 * HRS.
HOURS COUNTED 6 a.m. - 10 p.m.
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 a.m. - 10 p.m.
WEATHER Clear

CITY OF Portland
INTERSECTION OF Sunset Hwy. & Murray Rd.
STATION NO
CODE NO
CLASSIFICATION All Vehicles

	NO.	%
TOTAL VEHICLES ENTERING INTERSECTION	4692	100
ENTERING FROM NORTH AND SOUTH	1631	35
ENTERING FROM EAST AND WEST	3061	65


1289
640
649
59
339
251
Ped.
51
1168
1058
59
2393
Ped.
118
1225
1836
3762
Ped.
235
1098
1926
593
Ped.
68
354
527
949
991
1940
Indicate North
X

Remarks: * 16 Hour Vehicular Count Factored to 24 Hours.

Sunset Hwy.
STREET OR AVE.

Murray Rd.
STREET OR AVE.

FORM E-156 5M 4-40

Form E-40—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date April 5, 1951
Day of week Thursday
Hours counted 6 a.m. - 10 p.m.
Weather Clear

Classification All Vehicles

City of Portland
Intersection Sunset Hwy. & Murray Rd.
Station number
Code number

		SUMMARY BY MOVEMENTS																	SUMMARY BY LEGS				PEDESTRIANS	
	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	Eas
A. M.	6:00- 7:00	2	2		7	6	11	33	45	3	28			137	47	34	90	66	28	113	85	48		
	7:00- 8:00	17	5	4	6	7	29	56	96	13	138	3	3	377	198	53	179	47	68	325	168	193		
	8:00- 9:00	24	18	3	3	15	18	77	53	18	68	4	4	305	132	43	173	57	81	258	144	127		
	9:00-10:00	22	19	3	5	16	15	84	64	17	20	2	4	271	80	30	191	70	80	226	162	74		
	10:00-11:00	21	17		1	12	15	73	40	18	24	4	3	228	75	33	153	67	66	193	121	76		
	11:00-12:00	22	19	5	2	20	17	75	49	27	23	5	4	268	91	34	177	66	85	215	140	96		
P. M.	12:00- 1:00	5	9	2	4	11	15	53	44	20	24	2	8	197	65	33	132	67	46	155	113	80		
	1:00- 2:00	16	12	5	5	19	18	48	57	18	22	3	2	225	82	36	143	64	75	173	120	82		
	2:00- 3:00	22	20	2	5	17	25	49	65	23	18	5	3	254	87	34	167	66	91	197	129	91		
	3:00- 4:00	12	18	3	3	25	17	69	89	41	30	6	6	319	93	29	226	71	78	259	176	125		
	4:00- 5:00	19	31	8	1	42	20	110	119	40	23	5	2	420	114	27	306	73	121	342	245	132		
	5:00- 6:00	6	21	3	2	44	39	92	103	114	29	4	4	461	125	27	336	73	115	365	208	234		
	6:00- 7:00	8	14	3	1	37	27	56	73	62	26	5	5	317	106	33	211	67	90	239	143	162		
	7:00- 8:00	13	15	2	1	30	27	36	53	25	35	8	5	250	112	45	138	55	88	177	105	130		
	8:00- 9:00	4	4	2	7	17	11	27	30	23	19	5	1	150	54	36	96	64	45	107	72	76		
	9:00-10:00	1	4	1	1	4	4	24	18	17	12	1		87	22	25	65	75	15	76	45	38		
	10:00-11:00																							
	11:00-12:00																							
A. M.	12:00- 1:00																							
	1:00- 2:00																							
	2:00- 3:00																							
	3:00- 4:00																							
	4:00- 5:00																							
	5:00- 6:00																							
24-Hour total		235	251	51	59	354	339	1058	1098	527	593	68	59	4692	1631	35	3061	65	1289	3762	2393	1940		
16-Hour total		214	228	46	54	322	308	962	998	479	539	62	54	4266	1483	35	2783	65	1172	3420	2176	1764		
—-Hour total																								
Control . . .																								
Factor . . .																								

Murray Road 35% is North and South
Sunset Hwy. 65% is East and West

Tabulated by
Computed by
Checked by
Checked by

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Pedestrians Crossing Hwy.

April 5, 1951
f week Thursday
s counted 6 a.m. - 10 p.m.
her Clear

Classification All Vehicles

City of Portland
Intersection Sunset Hwy. & Murray Rd.
Station number
Code number

SUMMARY BY MOVEMENTS																SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	~~South~~
2		7	6	11	33	45	3	28			137	47	34	90	66	28	113	85	48				3
5	4	6	7	29	56	96	13	138	3	3	377	198	53	179	47	68	325	168	193				2
18	3	3	15	18	77	53	18	68	4	4	305	132	43	173	57	81	258	144	127				33
19	3	5	16	15	84	64	17	20	2	4	271	80	30	191	70	80	226	162	74				8
17		1	12	15	73	40	18	24	4	3	228	75	33	153	67	66	193	121	76				4
19	5	2	20	17	75	49	27	23	5	4	268	91	34	177	66	85	215	140	96				13
9	2	4	11	15	53	44	20	24	2	8	197	65	33	132	67	46	155	113	80				17
12	5	5	19	18	48	57	18	22	3	2	225	82	36	143	64	75	173	120	82				3
20	2	5	17	25	49	65	23	18	5	3	254	87	34	167	66	91	197	129	91				7
18	3	3	25	17	69	89	41	30	6	6	319	93	29	226	71	78	259	176	125				34
31	8	1	42	20	110	119	40	23	5	2	420	114	27	306	73	121	342	245	132				7
21	3	2	44	39	92	103	114	29	4	4	461	125	27	336	73	115	365	208	234				7
14	3	1	37	27	56	73	62	26	5	5	317	106	33	211	67	90	239	143	162				5
15	2	1	30	27	36	53	25	35	8	5	250	112	45	138	55	88	177	105	130				5
4	2	7	17	11	27	30	23	19	5	1	150	54	36	96	64	45	107	72	76				
4	1	1	4	4	24	18	17	12	1		87	22	25	65	75	15	76	45	38				
251	51	59	354	339	1058	1098	527	593	68	59	4692	1631	35	3061	65	1289	3762	2393	1940				
228	46	54	322	308	962	998	479	539	62	54	4266	1483	35	2783	65	1172	3420	2176	1764				148

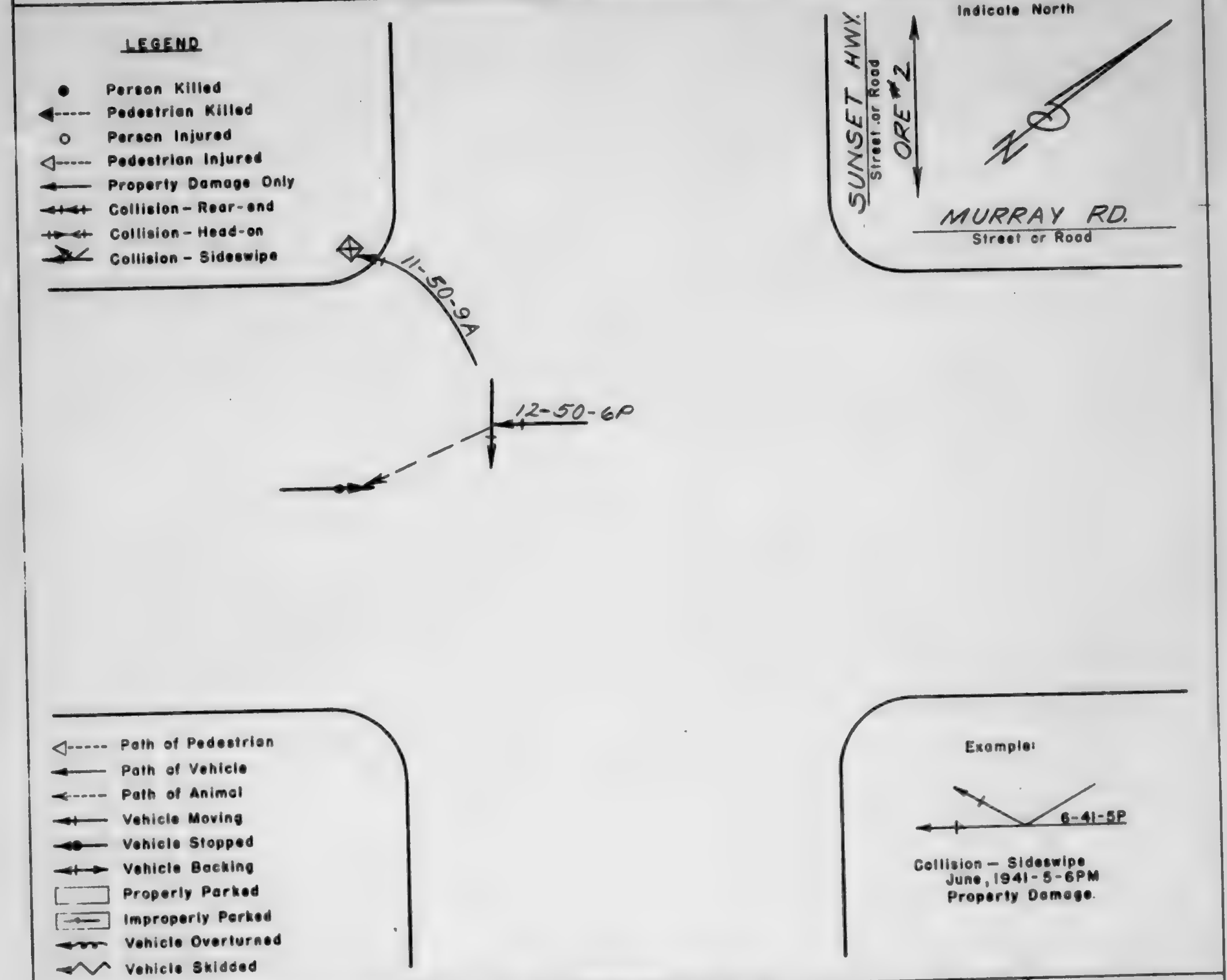
Murray Road ~~St.~~ is North and South
Sunset Hwy. ~~St.~~ is East and West

Tabulated by
Computed by
Checked by
Checked by

regon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of ____________ County WASHINGTON
Intersection of SUNSET HWY. and MURRAY RD.
Highway Number ORE #2
Period Covered 10-1-48 12-31-50
Compiled by R. G. Drawn by E. R. Date 3-30-51



LEGEND

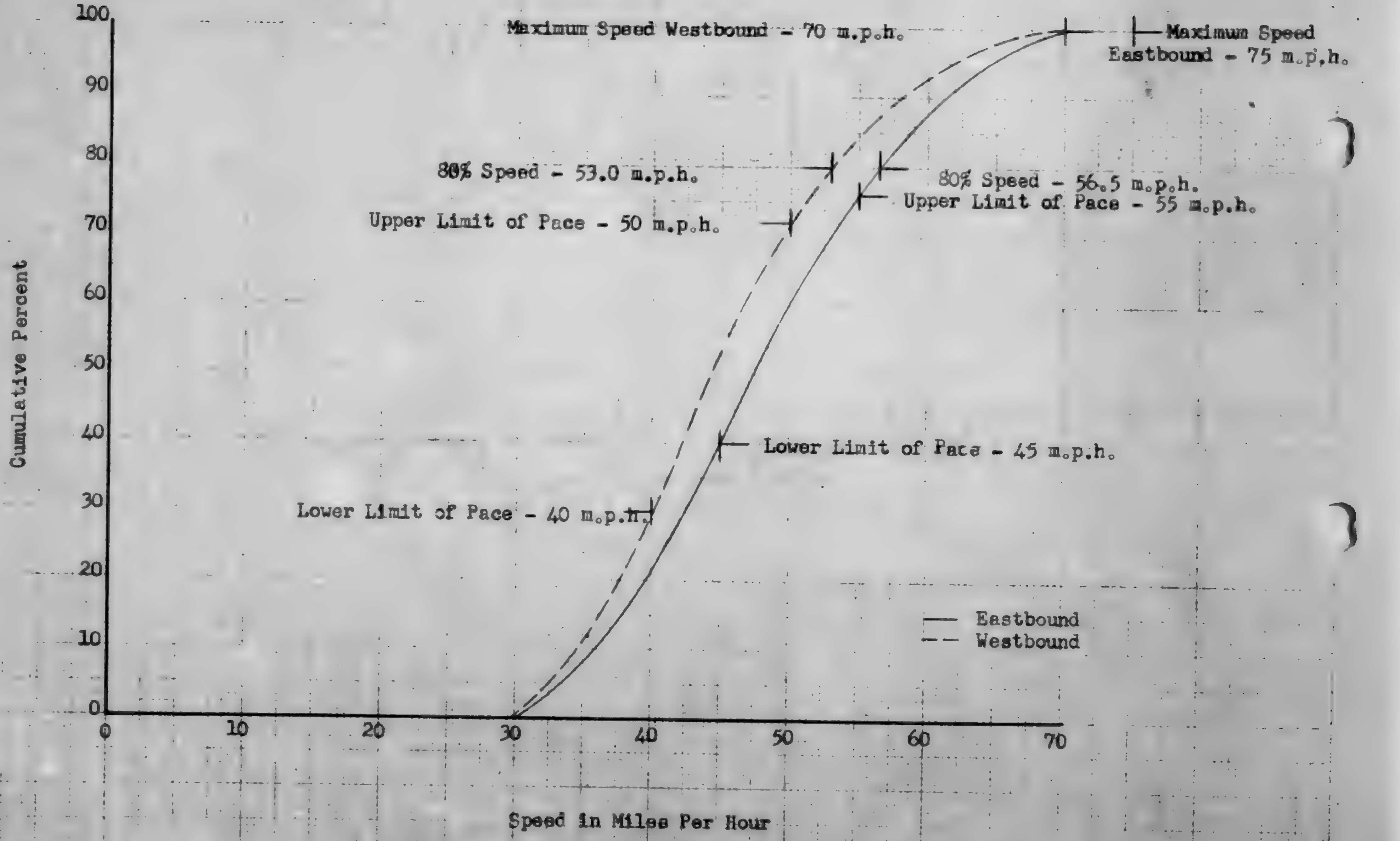
- ● Person Killed
- ◀----- Pedestrian Killed
- ○ Person Injured
- ◁----- Pedestrian Injured
- ◀—— Property Damage Only
- Collision - Rear-end
- Collision - Head-on
- Collision - Sideswipe

- ◁----- Path of Pedestrian
- ◀—— Path of Vehicle
- ◀----- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- ☐ Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

Example:
Collision - Sideswipe
June, 1941 - 5 - 6PM
Property Damage.

Collision Type					Last 3 mos-1948				1949				1950				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle															1	1				
Head-on																				
Rear-end																				
Sideswipe																				
Turning Movement																				
Parking																				
Non-collision															1	1				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL					–	–	–	–	–	–	–	–	–	–	2	2				

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
PASSENGER VEHICLE SPEEDS
ORE2 - Hwy. No. 47 - M.P. 67.12
200' West of Murray Road
March 30, 1951



April 25, 1951

Mr. John D. Mosser, Chairman
Civic and Industry Committee
Cedar Mill Community Club
1310 Yeon Building
Portland 4, Oregon

Dear Mr. Mosser:

I have just received your letter of April 24, 1951, and again I am going to have to disappoint you. The Engineer's report on the installation of the stop light on the intersection of Murray Road with Sunset Highway has not yet been prepared. Whether or not necessary investigations can be completed early enough so that the Engineer can prepare his report for the Commission before its next meeting is something I cannot answer. Even though the written report were ready before the Commission's next meeting, it would not be possible for me to furnish you a copy. The reports that the Engineer renders to the Highway Commission are confidential until the Commission has had an opportunity to study them and to take action on them. In fact, information on any subject appearing on the Highway Commission's agenda cannot be released before the Highway Commission has had an opportunity to discuss the subject.

It is my suggestion that you await receipt of the letter that I will send you after the Highway Commission has acted on the Engineer's report on your project. If the information that I give you in such letter is not to your satisfaction, then arrangements can be made for you to appear before the Highway Commission in support of your request.

I am sorry I cannot do as you ask.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

WOOD, MATTHIESSEN & WOOD
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

ERSKINE WOOD
MARK M. MATTHIESSEN
ERSKINE B. WOOD
LOFTON L. TATUM
ROBERT L. DRESSLER
JOHN D. MOSSER

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

April 24, 1951

SUBJECT:

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of April 23rd. I appreciate your difficulty in sending me the information which I requested. I would still like, however, to receive a copy of the State Highway Engineer's report on the installation of a stoplight at the intersection of Murray Road with the Sunset Highway when this report has been made. I presume the report will be ready sometime before it is considered by the Highway Commission, and would like to receive a copy before the Highway Commission has considered it so that we may file written comments on it if such seem desirable.

Very truly yours,

John D. Mosser

J. D. Mosser, Chairman
Civic and Industry Committee
Cedar Mill Community Club

JDM/mab

ANSWERED
H. B. GLAISYER

RECEIVED
[illegible] 1951
[illegible]

April 23, 1951

Mr. J. D. Mosser, Chairman
Civic and Industry Committee
Cedar Mill Community Club
1310 Yeon Building
Portland 4, Oregon

Dear Mr. Mosser:

I have just received your letter of April 20 with further reference to the installation of stop lighting at the intersection of the Murray Road with the Sunset Highway, and I note that you request a copy of the State Highway Engineer's report on the subject.

You also request information as to the time that the Highway Commission will take action on the request.

I am not in a position at the present time to state just when the Engineer's report will be rendered. An engineering investigation of the section will first have to be made. This will be conducted by the Traffic Engineering Department which is busily engaged in making investigations in connection with requests of similar nature. If time permits, I am sure that the investigation and report will be made prior to the next meeting of the Highway Commission on May 24 and 25, but I am not certain that that can be done.

Even were the report rendered at the Commission's next meeting, it would not be possible for me to inform you as to the exact time that the matter would be discussed. The Commission's meetings are usually of two day's duration during which the Commission disposes of some twelve of fifteen pages of agenda matters. It is absolutely impossible to state just when, during the two day period, any particular matter will come up for discussion.

When the Engineer's report has ben rendered and the Commission has acted upon it, I will let you know what that action is.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary

HBG:ehr

WOOD, MATTHIESSEN & WOOD
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

ERSKINE WOOD
MARK M. MATTHIESSEN
ERSKINE B. WOOD
LOFTON L. TATUM
ROBERT L. DRESSLER
JOHN D. MOSSER

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

April 20, 1951

SUBJECT:

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Thank you for your letter of April 19th and for your previous letter acknowledging receipt of our petition concerning a stoplight at the intersection of Murray Road with the Sunset Highway in Washington County.

If possible, I should like to receive a copy of the State Highway Engineer's report and should also like to be informed of the date on which the Commission will consider action on that report so that I may be present, if such seems desirable.

Very truly yours,

John D. Mosser

J. D. Mosser, Chairman
Civic & Industry Committee
Cedar Mill Community Club

JDM:feb

RECEIVED
APR 23 1951
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

April 19, 1951

John D. Mosser, Chairman
Civic & Industry Committee
Cedar Hill Community Club
1310 Yeon Building
Portland 4, Oregon

Dear Mr. Mosser:

I have been requested by Mr. Ben R. Chandler, Chairman of the State Highway Commission, to acknowledge your letter of March 16, 1951 regarding the establishment of a traffic control signal at the intersection of Murray Road with Sunset Highway in Washington County. Your letter was received by Mr. Chandler during his absence from the state, from which absence he has just returned. This accounts for the fact that it was not acknowledged sooner.

In order for the Highway Commission to pass intelligently on requests for traffic signal installations, it is necessary that an investigation be conducted to determine actual conditions existing at the particular location. This is an engineering matter and accordingly I am bringing your letter to the attention of the State Highway Engineer, Mr. R. H. Baldock, to make such investigation and report his findings to the Commission. When the report has been rendered and action taken thereon by the Commission I will advise you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - Members of the Commission
R. H. Baldock
W. C. Williams

WOOD, MATTHIESSEN & WOOD
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

ERSKINE WOOD
MARK M. MATTHIESSEN
ERSKINE B. WOOD
LOFTON L. TATUM
ROBERT L. DRESSLER
JOHN D. MOSSER

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

March 16, 1951

SUBJECT:

— not attached when
[illegible] rec'd from Mr. Chandler

Mr. Ben Chandler, Chairman
State Highway Commission
Coos Bay, Oregon

Dear Mr. Chandler:

I am enclosing a copy of the petition which I have this day forwarded to the State Highway Commission's office at Salem regarding the establishment of a traffic control signal at the intersection of Murray Road and the Sunset Highway in Washington County, Oregon. This petition was prepared and circulated by the Cedar Mill Community Club, and the original copies transmitted to the Commission at Salem contain the signatures of over 250 residents of the communities of Cedar Mill, Cedar Mill Park, and Marlene Village. Because we have experienced some difficulty in gaining any satisfaction on past requests for some traffic control at this intersection, I am writing to call this matter to your personal attention.

I think the petition is largely self-explanatory; but I wish to emphasize that our principal problem is in providing for the safety of the small school children who have to cross the Sunset Highway. There are no roads intersecting with the Sunset Highway for more than a mile on either side of Murray Road. As a result, traffic moving on the Sunset Highway through the intersection with Murray Road generally travels at a speed in excess of 50 miles an hour, and frequently at speeds up to 80 miles an hour. If the Commission is unwilling to interrupt the flow of traffic on the Sunset Highway by full time operation of a stop light, we feel they should at least operate such a light during the hours when school children are using the intersection. A

COPIES TO COMMISSIONERS
R. H. Baldock
W. C. Williams

ACKNOWLEDGED
H. B. GLAISYER

blinking yellow caution signal during other hours would probably be sufficient for the protection of those adults using the business districts in the vicinity of this intersection. An alternative solution would be an underpass under the highway; but we realize the cost of this probably would be prohibitive and feel that the stop light would adequately meet our needs. We believe that stop signs would probably be unsatisfactory because of the speed at which traffic approaches the intersection.

I will be happy to give you any further information which you might desire regarding the need for this traffic control signal, and will appreciate it if you will notify me of any hearings which the Commission may hold or other action which the Commission may take with respect to the establishment of this traffic control signal.

Very truly yours,

John D. Mosser, Chairman
Civic & Industry Committee
Cedar Mill Community Club

JDM/mab
Enc.

RECEIVED
FOR FILING

WOOD, MATTHIESSEN & WOOD
ATTORNEYS AND COUNSELORS
1310 YEON BUILDING
PORTLAND 4, OREGON

ERSKINE WOOD
MARK M. MATTHIESSEN
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ROBERT L. DRESSLER
JOHN D. MOSSER

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

March 16, 1951

SUBJECT:

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing a petition which has been prepared and circulated by the Cedar Mill Community Club requesting the establishment of a red-yellow-green traffic control signal at the intersection of Murray Road with the Sunset Highway in Washington County, Oregon.

The needs for the installation of this traffic control signal are fully set out in the petition and need not be repeated in this letter. I shall be very happy to secure any further information which you might desire, however, and will appreciate it if you will notify me of any hearings which the Commission may hold regarding the establishment of this traffic control signal.

Yours very truly,

John D. Mosser, Chairman
Civic & Industry Committee
Cedar Mill Community Club

JDM/mab
Enc.

ACKNOWLEDGED
H. B. GLAISYER

[illegible]

COPY

Wood, Matthiessen & Wood
Attorneys and Counselors
1310 Yeon Building
Portland 4, Oregon

March 16, 1951

Oregon State Highway Commission
Salem, Oregon

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Yours very truly,

/s/ John D. Mosser, Chairman

Civic & Industry Committee
Cedar Mill Community Club

JDM/mab
Enc.

COPY

Wood, Matthiessen & Wood
Attorneys and Counselors
1310 Yeon Building
Portland 4, Oregon

March 16, 1951

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State Highway Commission
Coos Bay, Oregon

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COPY

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Very truly yours,

/s/ John D. Mosser, Chairman

Civic & Industry Committee
Cedar Mill Community Club

JDM/mab
Enc.

COPY

PETITION TO:

THE STATE HIGHWAY COMMISSIONERS OF THE STATE OF OREGON
FOR THE ESTABLISHMENT OF A TRAFFIC CONTROL SIGNAL AT
THE INTERSETION OF STATE HIGHWAY 2 (SUNSET HIGHWAY)
AND MURRAY ROAD IN WASHINGTON COUNTY, OREGON.

WHEREAS, those communities located in Washington County, Oregon, immediately south of StateHighway 2 and known as Cedar Mill Park and Marlene Village and that community located in Washington County, Oregon north of the said State Highway and known as Cedar Mill have experienced a rapid development in recent years and now have a combined population in excess of 1600, and will grow substantially larger when presently started building projects are completed and occupied;

AND WHEREAS, the principal shopping centers for the residents of these communities are located immediately south of, and a short distance to the north of, the intersection of the said State Highway and Murray Road;

AND WHEREAS, the Sunset Valley School, a public elementary school, is located on Murray Road immediately to the north of the said intersection of State Highway 2 and Murray Road;

AND WHEREAS, the residents of the said communities, and particularly the children from Cedar MillPark and Marlene Village who attend the Sunset Valley School, experience frequent delay and danter in crossing State Highway 2 because of the volume of traffic thereon and the very high rate of speed at which such traffic travels;

NOW THEREFORE, we, the undersigned residents of the said Communities, do hereby petition the State Highway Commissioners for the establishment of a red-yellow-green traffic control signal at the intersection of State Highway 2 and Murray Road.

267 signatures

COPY

PETITION TO:

THE STATE HIGHWAY COMMISSIONERS OF THE STATE OF OREGON FOR THE ESTABLISHMENT OF A TRAFFIC CONTROL SIGNAL AT THE INTERSECTION OF STATE HIGHWAY 2 (SUNSET HIGHWAY) AND MURRAY ROAD IN WASHINGTON COUNTY, OREGON.

WHEREAS, those communities located in Washington County, Oregon, immediately south of State Highway 2 and known as Cedar Mill Park and Marlene Village and that community located in Washington County, Oregon north of the said State Highway and known as Cedar Mill have experienced a rapid development in recent years and now have a combined population in excess of 1600, and will grow substantially larger when presently started building projects are completed and occupied;

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AND WHEREAS, the Sunset Valley School, a public elementary school, is located on Murray Road immediately to the north of the said intersection of State Highway 2 and Murray Road;

AND WHEREAS, the residents of the said communities, and particularly the children from Cedar Mill Park and Marlene Village who attend the Sunset Valley School, experience frequent delay and danger in crossing State Highway 2 because of the volume of traffic thereon and the very high rate of speed at which such traffic travels;

NOW THEREFORE, we, the undersigned residents of the said Communities, do hereby petition the State Highway Commissioners for the establishment of a red-yellow-green traffic control signal at the intersection of State Highway 2 and Murray Road.

1. John D. [illegible]
2. Priscilla [illegible]
3. Philip [illegible]
4. Milton E. [illegible] Jr
5. Clifford Martin
6. Alfred [illegible] Peterson
7. Julia M. Peterson
8. Cecelia [illegible] Hutchison
9. [illegible]
10. Mrs Myrle Wood [illegible]
11. Al. N. French
12. Anne A. French
13. Jack T. Hutchison
14. Dr A. R. [illegible]
15. Mrs Clifford Martin
16. Mrs Otis C. Timmons
17. Otis C Timmons
18. Mrs [illegible]
19. Raymond E. Zimmerman
20. Donald B. Stanton
21. E P Davis
22. B J Thomas
23. Mrs. B J. Thomas
24. Willard McLaughlin

PETITION TO:

THE STATE HIGHWAY COMMISSIONERS OF THE STATE OF OREGON
FOR THE ESTABLISHMENT OF A TRAFFIC CONTROL SIGNAL AT
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AND MURRAY ROAD IN WASHINGTON COUNTY, OREGON.

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5. Clifford Martin
6. [illegible] Peterson
7. Julia M. Peterson
8. Cecelia K Hutchison
9. [illegible]
10. Mrs Myrle [illegible]
11. Al. N. French
12. Anne A. French
13. Jack T Hutchison
14. Dr. G. R. [illegible]
15. Mrs Clifford Martin
16. Mrs Otis C. Timmons
17. Otis C Timmons
18. Mrs [illegible] F. [illegible]
19. Raymond E. Zimmerman
20. Donald B. Stanton
21. E P Davis
22. B J Thomas
23. Mrs. B J. Thomas
24. Willard McLaughlin

PETITION TO:

THE STATE HIGHWAY COMMISSIONERS OF THE STATE OF OREGON
FOR THE ESTABLISHMENT OF A TRAFFIC CONTROL SIGNAL AT
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7. Julia M. [illegible]
8. Cecelia K. Mutchler
9. [illegible]
10. Mrs Myrle Woodle
11. Al. N. French
12. Anne A. French
13. Jack J. Mutchler
14. Dr J. R. Woodmansee
15. Mrs Clifford Martin
16. Mrs Otis C. Timmons
17. Otis C. Timmons
18. Mrs Elvin L. [illegible]
19. Raymond J. Zimmerman
20. Ronald B. Stanton
21. E P Davis
22. B J Thomas
23. Mrs. B J. Thomas
24. Willard McLaughlin

RECEIVED
FOR FILING

FORM E-30 25M 8-50 40900

[illegible] C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1950

SUBJECT: Hazards to school children
ORE2 at Murray Rd. - M.P. 67.12

To: Mr. W. C. Williams

With regard above indicated subject, I am attaching copies from my file which cover a history dating from June 24 letter which I received from G. J. Weber, Director of Sunset Valley School. I think the copies from the file as attached pretty much explain what has transpired up to the present time.

At the time Mr. Jim Booth of this office was in attendance at the School Board meeting of August 7 last, Mr. Jim Banks from Captain Lansing's office was also present and the situation was pretty well mulled over without reaching any very constructive ideas on betterment of conditions in so far as our department or that of the Secretary of State is concerned.

By way of general statistical information I might state that our highway at the intersection in question is two lane with two large housing projects south of the highway and (as per usual) the school is on the opposite side of the highway. Sight distance at the intersection is on the order of ½ mile in either direction. Speed checks taken with respect highway traffic showed that 20% of the vehicles were travelling in excess of 50 MPH—maximum speeds of 80 MPH were recorded. 1949 ADT at this point amounts to some 4200 vehicles.

Many possibilities for handling this condition were expolored but discarded as impractical. Consideration has been given to the possibility of school patrol, signalization, transportation of school youngsters by bus, pedestrian over-pass and under-pass etc. Members of the School Board seem to favor installation of pedestrian over-pass in which direction they have even gone so far as to shop around and have located a surplus over-pass at some shipyard. In the course of discussion it was brought out by our representative that these pedestrian over-passes had not proved successful and that such manner of treatment could not be recommended. As I say, the Board seemed rather keen on this over-pass idea in view of which they were informed, notwithstanding our thinking traffic-wise in the matter, that if they wished to carry such idea to the State Highway Commission they were at liberty to do so.

Over and above financial deterrent I think it is very obvious that the basic remedy is construction of a new school house on the same side of the highway as the kids. As I gather the school house presently being used on the opposite side of the highway is the old school and is seriously over-taxed in handling the volume of youngsters as has been generated by reason of new housing development.

One possible solution which was suggested and did not seem to meet with much favor was the idea of having an older person monitor these youngsters and supervise their crossing of the highway. Moving in this direction it was further suggested that this might well be made a P.T.A. project in that it appears that this group is the one which is vitally concerned.

FB Crandall

F. B. Crandall
Traffic Engineer

FBC:brs
Attachment

FORM E-123 30M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

July 27, 1950

COPY

Mr. G. J. Weber
13801 Mill Creek Drive
Portland 1, Oregon

Dear Sir:

I have your recent letter with regard the school crossing situation on Sunset Highway vicinity Murray Road. With regard meeting of the School Board August 7th next, I regret very much that for myself, I have been scheduled for some time past now to be out of the state at that time and will be unable to attend personally. In view of the foregoing situation I am arranging for Mr. James Booth of our Traffic Division to be on hand and discuss the situation with you at your August 7th meeting. Mr. Booth is well acquainted with this situation, having already made some preliminary field investigation.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

FBC:LJ

cc: Val Johnson
Jim Booth

COPY

COPY

G. J. Weber
13801 Mill Creek Drive
Portland 1, Oregon

Mr. F. B. Crandall
Traffic Engineer
State Highway Dept.,
Salem, Oregon

Reference: Letter June 24th
Subject: School children crossing Sunset Highway ORe.2 at Murray Road

Dear Mr. Crandall:

The State Highway Patrol, Safety Division, called me at my office a few days after receiving your letter that the matter was being turned over to them. They advised me that they were turning the problem back to your office for further consideration and that you or one of your men would meet with the school directors for further discussion in the near future.

Up to this time we have received no further communication from your office. I know that in a busy office, such as yours, requests of this nature can be misplaced in the press of seemingly more urgent matters so felt that I should again call it to your attention.

The School Directors will meet Monday evening August 7th at 8:00 P.M. and if at all possible we would appreciate it if you or one of your representatives would attend the meeting. This meeting of the board will be held the the Sunset Valley School located at the junction of ORE 2 and Murray Road.

As mentioned in my previous letter of June 24th the school board is decidedly on the spot with the district and your cooperation on the matter is solicited.

May I advise the board of your attendence at the August 7th meeting?

Yours very truly,

/s/

G. J. Weber
Director Sunset Valley School

Phone: Office, Atwater 1145 Portland
Home, Beaverton 4325 Beaverton

COPY

COPY

EARL T. NEWBRY
Secretary of State
Salem, Oregon

July 5, 1950

Mr. F. B. Crandall, Traffic Engineer
State Highway Department
State Office Building
Salem, Oregon

Dear Mr. Crandall:

We have contacted Mr. G. J. Weber, director of the Sunset Valley school near Portland and have examined the intersection of Murray Road and the Sunset Highway over which pupils of this school must cross. This action was taken in accordance with your reply to Mr. Webber under date of June 26, a copy of which you furnished us.

It appears to us as though a school patrol may not be practicable at this location. Mr. Weber could give no accurate estimate as to anticipated enrollment at the opening of the next school year but did state that possibly 300 additional children may be enrolled. Since this case seems to be one requiring the attention of your office, Mr. Weber felt that a discussion with the school board members should be deferred until after you have had an opportunity to make whatever investigation you may feel necessary. After your check, perhaps both offices could br represented at a meeting with the school board.

Very truly yours,

Captain Walter Lansing
Traffic Safety Division

By /s/
James R. Banks

JB:em

COPY

FORM 2-423 30M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 26, 1950

COPY

G. J. Weber
Director, Sunset Valley School
13801 Mill Creek Drive
Portland 1, Oregon

Dear Mr. Weber:

I am in receipt of your letter of June 24 requesting that we confer with you and discuss problems of operating a school crossing at the Sunset Valley School on ORE2, Sunset Highway, at the intersection of Murray Road. I wish to advise that, although this office does investigate such matters from an engineering standpoint, they are normally coordinate and investigated in the first instance by Captain Walter Lansing, Coordinator of the State Safety Commission. I am therefore referring your letter to Captain Lansing and he will in the near future contact you and arrange for a discussion. If, after his contacts, he feels that the advice of this office is needed, we will be more than pleased to cooperate with both of you.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

JAH:bv
cc: Capt. Walter Lansing
A. G. Skelton

bc: Val Johnson

COPY

COPY

G. J. Weber
13801 Mill Creek Drive
Portland 1, Oregon

June 24, 1950

Mr. F. B. Crandall
Traffic Engineer
State Highway Dept.,
Salem, Oregon

Dear Mr. Crandall:

The Sunset Valley School district, in a recent meeting, have placed on the school board the responsibility of finding a method of safety for the school children crossing the Sunset Highway on their going to and returning home from school.

Sunset Valley School is located on the intersection of Murray Road and the Sunset Highway, serving the consolidated Union and Bethany districts.

The problem is becoming more acute with the new homes being built adjacent to the highway on the opposite side from the school, namely the Cedar Mill Park area and the new Mittleman addition addition of Marlene Village and the Gayles addition.

As yet it is impossible for the school board to definitely state how many children will be using the intersection, but it is safe to say that approximately 300 children of school age will be living in this area before the end of the next school year.

Mr. Stream, of the Portland office, has suggested that we contact you. He felt sure that you, or one of your engineers, would cooperate with the school board and make a study of the situation. On completion of this study we would appreciate your meeting with the people of the district and advising them of your findings.

Traffic Lights, Overpass, School Patrol, Bus operation Etc. have all been suggested but each have their drawbacks. Your office, with its wide study in this field can no doubt supply expert advice and we feel sure the community would be more receptive of a direct report from you, or one of your men, than they would if we were to report your findings.

At the present time the school board is on the spot with the simple ultimatum from the parents, "Do something". Therefore, I hope you will look with favor on the suggestion that you will meet with us at any date you may set as convenient. It would be necessary that the meeting be held of an evening. Normally 8 PM is a desirable hour on our part.

Yours very truly,

/s/

G. J. Weber
Director; Sunset Valley School

COPY

102-1040 Corvallis Drawspan over 1958
Willamette River (Bridge
#5113 redecking)

RECEIVED
OCT 15 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 1, 1958

(CONTRACT NO.) 5113	(EST. NO.)	(CONTRACTOR)	
5113	6 Final	James F. Turner	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23045	H224967	$ 2,153.54	10-3-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **100 workdays from Mar. 13, 1958**

Time Extensions: **None**

Completion Date: **Aug. 12, 1958**

Date Accepted: **Sept. 11, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Oct. 6, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: **OCT 10 1958**
GRW

NOTED ON CARD
em

RECEIVED
OCT 15 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 1, 1958

(CONTRACT NO.) 5113	(EST. NO.)	(CONTRACTOR)	
5113	6 Final	James F. Turner	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23045	H224967	$ 2,153.54	10-3-58

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Gertrude Chapmecke
ACCOUNTING DIVISION

Specified completion date:	100 workdays from Mar. 13, 1958
Time Extensions:	None
Completion Date:	Aug. 12, 1958
Date Accepted:	Sept. 11, 1958
Penalties:	None of record
Claims:	None of record
Remarks:	

Date: **Oct. 6, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 10 1958
GRu

NOTED ON CARD
em

RECEIVED
SEP 30 1958
FOR FILING

5113

Sept. 30, 1958

CERTIFIED MAIL

Fireman's Fund Indemnity Co.
401 California St.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 5113 for bridge redecking on the Corvallis Drawspan over Willamette River on the Corvallis-Lebanon Highway in Benton and Linn Counties was completed by the contractor, James F. Turner, on Aug. 12, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $2,153.54 will be released to the contractor on or after October 10, 1958. The total contract amount is $61,945.31, of which amount $304.31 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: George J. Campbell
900 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
SEP 9 - 1958
FOR FILING

[illegible]

5113

Sept. 8, 1958

CERTIFIED MAIL

Fireman's Fund Indemnity Co.
401 California St.
San Francisco 20, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to James F. Turner in connection with Contract No. 5113, for Bridge Redecking on the Corvallis Drawspan over Willamette River on the Corvallis-Lebanon Highway in Benton and Linn Counties.

This payment, in the amount of $6,472.31, will be released to the contractor on or after Sept. 18, 1958. The retained percentage is $1,849.23.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cn

cc: George J. Campbell
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

em

FORM E-128

RECEIVED
MAR 27 1958
FOR FILING

112-1040

5113

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Mar. 26, 1958

Mr. James F. Turner
3055 Taylor St.
Corvallis, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5113, awarded Feb. 27, 1958, for Bridge Redecking, Corvallis Drawspan Over Willamette River, on the Corvallis-Lebanon Highway in Benton and Linn Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

Form E-1—10M—12-56

102-1040
5113

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Mar. 22, 1958, 19

Section Corvallis Draw Span
Kind of work Bridge
Highway Corvallis East Side County ~~Linn~~ Benton
Section prefix 102-1040
Contractor
Contract number
Date of contract , 19
Specified work days
Date work started , 19
Work days used
Project authorization $
Exclusive of engineering $
Per cent of time elapsed %
Estimated cost of completed project, exclusive of engineering $
Estimated per cent overrun or underrun %
Per cent of contract completed, based on total contract price %
Engineering authorization $
Engineering cost to date $ 75.00, %
Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

REPORTING WORK DONE FOR RESIDENT BRIDGE ENGINEER O.R.KENNEN

Survey party worked Monday running centers for the layout of the bridge work on the draw span over the Willamtette River on the Corvallis East Side Highway. Other details not available at this time.

CONSTRUCTION DIVISION
RECEIVED
MAR 24 1958
NOTED E

Noted
A. N. Juve

Signed

Address Box 324, Albay

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAR 4 - 1958
FOR FILING

[illegible]

5112

March 3, 1958

Mr. James S. Turner
3055 Taylor Street
Corvallis, Oregon

Dear Mr. Turner:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5113 for bridge redecking on the Corvallis Drawspan over the Willamette River on the Corvallis-Eastside Highway in Benton and Linn Counties.

This award was based on your bid of $61,641 which was the low bid submitted to the Commission on that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
SEP 17 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 11, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5114	3 Final	Knight Pearcy	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20759	H222664	$ 839.41	9-11,58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 40 workdays from Mar. 17, 1958

Time Extensions: None

Completion Date: June 16, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 15 1958
EKW

NOTED ON CARD

RECEIVED
FOR FILING

5114

Sept. 2, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5114 for roadside improvement on the Willamette River (Springfield) Bridge Section of the McKenzie Highway in Lane County was completed by the contractor, Knight Pearcy, on June 16, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $839.41 will be released to the contractor after acceptance by the Commission. The total contract amount is $8,795.06, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
mil

Form E-1—10M—7-57

5114

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1958

Section Willamette River (Springfield) Bridge

Kind of work Roadside Improvement

Highway McKenzie County Lane

Section prefix 20-1035

Contractor Knight Pearcy

Contract number 5114

Date of contract Feb. 27, 1958

Specified work days 40

Date work started Mar. 24, 1958

Work days used 36

Project authorization $10,932.93

Exclusive of engineering $10,160.12

Per cent of time elapsed 90 %

Estimated cost of completed project, exclusive of engineering $10,160.12

Estimated per cent overrun or underrun . . . . none %

Per cent of contract completed, based on total contract price . . . . 97.8 %

Engineering authorization $771.81

Engineering cost to date $1079.63, 138.9 %

Date project was completed June 16, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Mr. Meola inspected the planting Friday, July 18, and stated that we should pay the Contractor for all material planted as of June 16, 1958.

This will be the last Weekly Report on this project.

CONSTRUCTION DIVISION
RECEIVED
JUL 21 1958
NOTED ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE

Noted
M. N. Juve

Signed H. E. Mayfield

Address 2141 E. 15th Ave. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	Irrigation system	Planting	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date	100%	100%			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	0	0			
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

RECEIVED
JUN 25 1958
FOR FILING

U-117(21)

5114

June 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 16, 1958, on Contract No. 5114, Willamette River (Springfield) Bridge Section, in Lane County, in connection with Federal Aid Project No. U-117(21).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence O. Swenson

DBP:ar

5114

RECEIVED

FOR FILING

Monthly Transaction No. 6-81	Form (5-20-57)	Oregon
Project Report No. U-117(21) 6	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS **FEDERAL-AID PROJECT AGREEMENT**	County **Lane**
		Project No. **U-117(21)**

5114

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

West and east roadway approaches to the Springfield (Willamette River) Bridge west of Springfield (US-30).

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2/11/58	0.4
Other *(Specify)*		

FUNDS

Estimated total cost of project $9,693.00	Federal funds $ 5,900.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Mrs. McSoe [illegible]
Chairman, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

By
Member, State Highway Commission
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **June 23, 1958**

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11169

June 17, 1952

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Willamette River (Springfield) Bridge Section, Project No. U-117(21).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RSC:mm

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Willamette River (Springfield Bridge Section
McKenzie Highway
Lane County

NATURE OF WORK:

Roadside Improvement

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

5114 5114 Knight Pearcy 2-27-58

DATE OF COMPLETION: 40 workdays from 3-17-58

REMARKS:

May 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Willamette River (Springfield) Bridge Section, Project No. U-117(21).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:bb

Oregon State Highway Department

Federal Aid
Project No. U-117(21)

WILLAMETTE RIVER (SPRINGFIELD) BRIDGE SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.

Salem, Oregon May 1, 1958

Type Code Y005
Roadside Improvement (Sta. 244+50.20 to Sta. 263+36.75) (Contract No. 5114)

½-inch Galvanized Steel Pipe	330	lin.ft.	.45	$ 148.50
3/4-inch Galvanized Steel Pipe	1,640	lin.ft.	.54	885.60
1-inch Galvanized Steel Pipe	1,400	lin.ft.	.65	910.00
1¼-inch Galvanized Steel Pipe	550	lin.ft.	.75	412.50
1½-inch Galvanized Steel Pipe	140	lin.ft.	.90	126.00
2-inch Galvanized Steel Pipe	200	lin.ft.	1.15	230.00
1-inch Section Control Valves	1	only	15.00	15.00
1¼-inch Section Control Valves	1	only	20.00	20.00
1½-inch Section Control Valves	1	only	21.00	21.00
2-inch Section Control Valves	5	only	25.00	125.00
3/4" Quick-coupling Hose Valves	8	only	14.00	112.00
½-inch Drain Valves	15	only	10.00	150.00
Pop-up Sprinkler Heads, Non-Revolving	130	only	5.00	650.00
Shrubbery Sprinkler Heads	50	only	1.70	85.00
Relocate Section Control Valves	2	only	22.50	45.00
Furnishing and Planting Trees	42	only	4.75	199.50
Furnishing and Planting Shrubs	710	only	2.50	1,775.00
Furnishing and Planting Vines	3,400	only	.24	816.00
Lawn Construction	0.80	acre	1,250.00	1,000.00
Seeding Roadside Areas	2	acres	125.00	250.00
Grass Seed, Highland Bentgrass	70	lbs.	.50	35.00
Grass Seed, Creeping Red Fescue	120	lbs.	.70	84.00
Fertilizer, Manure	10	cu.yd.	5.00	50.00
Inorganic Fertilizer, 10-6-4	26	cwt.	4.00	104.00
Sawdust	45	unit	12.50	562.50
	Subtotal			$ 8,811.60
	10% Engr. & Cont.			881.16
	Total			$ 9,692.76

Length of Project . . . . 0.367 mile
Cost of Project $26,410.79

Federal Funds. . . . . $ 5,900.00
State Funds. 3,792.76

$ 9,692.76

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. U-117(21)

WILLAMETTE RIVER (SPRINGFIELD) BRIDGE SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specification. Not as a basis for project agreement.)

Salem, Oregon, February 3, 1958

Type Code Y005
Roadside Improvement (Sta. 244+50.20 to Sta. 263+86.75)

½-inch Galvanized Steel Pipe	330	lin. ft.	$0.50	$ 165.00
3/4-inch Galvanized Steel Pipe	1,640	lin. ft.	0.55	902.00
1-inch Galvanized Steel Pipe	1,400	lin. ft.	0.70	980.00
1¼-inch Galvanized Steel Pipe	550	lin. ft.	0.90	495.00
1½-inch Galvanized Steel Pipe	140	lin. ft.	0.95	133.00
2-inch Galvanized Steel Pipe	200	lin. ft.	1.35	270.00
1-inch Section Control Valves	1	only	15.00	15.00
1¼-inch Section Control Valves	1	only	18.00	18.00
1½-inch Section Control Valves	1	only	20.00	20.00
2-inch Section Control Valves	5	only	25.00	125.00
3/4-inch Quick-coupling Hose Valves	8	only	10.00	80.00
½-inch Drain Valves	15	only	10.00	150.00
Pop-up Sprinkler Heads, Non-revolving	130	only	5.00	650.00
Shrubbery Sprinkler Heads	50	only	1.75	87.50
Relocate Section Control Valves	2	only	5.00	10.00
Furnishing and Planting Trees	42	only	6.00	252.00
Furnishing and Planting Shrubs	710	only	3.50	2,485.00
Furnishing and Planting Vines	3,400	only	0.50	1,700.00
Lawn Construction	0.80	Acre	1,200.00	960.00
Seeding Roadside Areas	2	Acre	400.00	800.00
Grass Seed, Highland Bentgrass	70	lbs.	0.80	56.00
Grass Seed, Creeping Red Fescue	120	lbs.	0.85	102.00
Fertilizer, Manure	10	cu. yd.	10.00	100.00
Inorganic Fertilizer, 10-6-4	26	cwt.	5.50	143.00
Sawdust	45	unit	15.00	675.00
	Subtotal			$ 11,373.50
	10% Engr. & Cont.			1,137.35
			Total	$ 12,510.85

Length of Project . . . . 0.367 Mile
Cost of Project Per Mile. . . . $34,089.50

Federal Funds	$ 7,700.00
State Funds	4,810.85
	$ 12,510.85

RECEIVED
APR 17 1958
FOR FILING
4-17-58
5114

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 15, 1958

SUBJECT:

To:

Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between Knight Pearcy and Willamette Irrigation Company covering Items 1 to 15 inclusive on the Willamette River (Springfield) Bridge Roadside Improvement Contract, No. 5114, Oregon U-117 (2) is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh

Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract on this project amounting to $3,935.60 or 44.66%

RECEIVED
APR 15 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
MAR 28 1958
FOR FILING

U-117(21)

[illegible]

March 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 24, 1958, on Contract No. 5114, Willamette River (Springfield) Bridge Section, in Lane County, in connection with Federal Aid Project No. U-117(21).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DB P:cr

FORM K-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
MAR 19 1958
FOR FILING
[illegible]
— 5114

Mar. 18, 1958

Mr. Knight Pearcy
P. O. Box 12
Salem, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5114, awarded Feb. 27, 1958, for Roadside Improvement on the Willamette River (Springfield) Bridge Section of the McKenzie Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Encl.

RECEIVED
MAR 4 - 1958
FOR FILING

5114

March 3, 1958

Knight Pearcy Nursery
P. O. Box 12
Salem, Oregon

Gentlemen:

The State Highway Commission on February 27, 1958, awarded to you State Highway Contract No. 5114 for roadside improvement on the Willamette River (Springfield Bridge) Section of the McKenzie Highway in Lane County.

This award was based on your bid of $8,811.60 which was the low bid submitted to the Commission on that date for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
MAR 5 - 1958
FOR FILING
OREGON DISTRICT
U-117(21)
08:35
5114

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 27, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 5114 for Oregon Project U-117(21), Willamette River, Springfield Bridge (Roadside Improvement) Section of the McKenzie Highway, to Knight Pearcy of Salem, Oregon, low bidder in the amount of $8,811.60 at today's bid opening.

Very truly yours,
C G Polk
C. G. Polk
Division Engineer

RECEIVED
FEB 14 1958
OREGON DISTRICT
FOR FILING

U-117(21)
08-35
5114

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 11, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project U-117(21), Roadside Improvement, Willamette River (Springfield) Bridge Section of the McKenzie Highway. This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

RECEIVED
FEB 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

STATE OF OREGON

Microfilmed Public Record

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with Contract #5075 Ends with: Contract #5114

FLASH CARDS: Begin Each Contract

Remarks: #5075 continued from Reel 86

Reel No. 87 Reduction Ration 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

I certify that I have on this 9 day of March 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file, with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that sample of film processed by this Service are periodically tested.

Signature Silvar Storm

STATE OF OREGON

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Signature Silvar Storm